

## **CONSENT AGENDA – NO DISCUSSION**

All items listed below may be enacted by one motion and approved as consent agenda items. Any item may be removed from the consent agenda and considered separately if a member of the Commission so requests.

- C1. March 16, 2015 Meeting Minutes
- C2. Community Technology Grant Agreement: Northwest Film Center
- C3. Community Technology Grant Agreement: MetroEast Community Media
- C4. Community Technology Grant Agreement: Northwest Children's Theater & School
- C5. Community Technology Grant Agreement: Young Audiences of Oregon & SW Washington
- C6. Community Technology Grant Agreement: Metro (Council Chambers)
- C7. Community Technology Grant Agreement: Metro (Video Conferencing)
- C8. Community Technology Grant Agreement: Friends of the Children



## MT. HOOD CABLE REGULATORY COMMISSION

111 SW Columbia St., Suite 600 • Portland, OR 97201

Phone: (503) 823-5385 • Fax (503) 823-5370

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Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village

### MT. HOOD CABLE REGULATORY COMMISSION

MetroEast Community Media, Studio A

March 16, 2015 Meeting Minutes -- **DRAFT**

### SUMMARY MINUTES

THESE MINUTES ARE UNOFFICIAL UNTIL APPROVED BY THE COMMISSION AT A SUBSEQUENT MEETING. PLEASE REFER TO SUBSEQUENT MINUTES FOR APPROVAL OR CHANGES.

Call to Order: 6:31pm

- Roll Call

Commissioners present: Carol Studenmund (Chair); Leif Hansen (Vice Chair); Scott Harden; Mike Bennett; Sue Dicile; Norm Thomas; Rich Goheen.

Commissioners Absent: Toya Fick

Staff: Mary Beth Henry, Director; Julie Omelchuck, Program Manager; Ben Walters, Legal Counsel; Rebecca Gibbons, Program Coordinator; Kim Whelan, Assistant Program Specialist

- Agenda Review: none.
- Disclosures: Studenmund said her business office receives Internet services from Comcast. Studenmund said her office lost its Internet connection last week due to construction work in the parking lot next door. Studenmund said her employee mentioned to Comcast representatives working to resolve the issue that Studenmund is Chair of the MHCRC. Studenmund said she regrets her employee's comments and assumes that Comcast addressed the issues in the same manner and timeframe it would have done for any other business/subscriber.
- Public Comment: none.
- Consent Agenda

Studenmund removed C1. January 26, 2015 Public Hearing and Regular Meeting Minutes from the consent agenda. Studenmund said the minutes will be considered separately under the Regular Agenda.

C2. February 21, 2015 Retreat Minutes

- C3. Community Technology Grant Agreement: Flying Focus Video Collective
- C4. Community Technology Grant Agreement: The Skanner Foundation
- C5. Community Technology Grant Amendment: Corbett School District

**MOTION:** Dicile moved to approve the Consent Agenda items C2 through C5. Bennett seconded.

**VOTE:** 7-0 passed

- Regular Agenda

- C1. January 26, 2015 Public Hearing and Regular Meeting Minutes  
Studenmund asked that the minutes reflect the January 26 meeting took place at Portland Community Media.

**MOTION:** Dicile moved to approve the January 26, 2015 Public Hearing and Regular Meeting Minutes as corrected to reflect the meeting location. Thomas seconded.

**VOTE:** 7-0 passed.

- R1. Resolution 2015-01: Recommending and Transmitting to the City of Portland a Cable Franchise Renewal Agreement with Qwest Broadband Services, Inc. d/b/a CenturyLink  
Henry said that after a lengthy negotiations period, it is staff's pleasure to transmit the proposed CenturyLink cable franchise renewal for Commission consideration. Henry said that at the January MHCRC meeting, the Commission held a public hearing on the public benefits included in the proposed renewal franchise. Henry said the public benefits included in the renewal franchise equate to the similar public benefits included in the Comcast franchise. Specifically, Henry said the CenturyLink renewal franchise retains: the 3% PEG/I-Net fund; subscriber access to PEG channels; all PEG channels in High Definition (HD); 5% franchise fees; PEG VOD channels; PEG programming on all subscriber guides. Henry said the duration of the franchise term is contingent on CenturyLink reaching certain penetration thresholds. Henry said that as a new entrant into the cable TV market, CenturyLink will be challenged to penetrate the market against the existing, dominant provider. CenturyLink's current cable franchise expires at the end of 2015. Henry said public outreach to the community for the Public Hearing included a press release, a notice sent to the MHCRC mass mailing list, which included all existing stakeholders, articles in the Oregonian and information posted on the MHCRC and Office for Community Technology websites. Henry said the MHCRC received public comment from Portland Community Media in favour of the proposed renewal franchise. Henry said attached to the staff memo included in the meeting packet are comments from Comcast on the proposed renewal franchise. Henry said staff's response to Comcast is also included in the meeting packet. Henry said Comcast believes that the franchise should require CenturyLink build out to all subscribers in Portland as Comcast's predecessors were required to do thirty years ago. Henry said staff responded that in today's marketplace, it's very difficult to meet such a requirement. Henry said staff believes that such a requirement would deter any new entrant into the market. Henry said staff's response also included a 2007 memo from MHCRC legal counsel, citing FCC opinion that questions whether local authorities have the right to require a complete build out for over-builder entrants. Henry said there were no other public comments received.

Henry said Scott Demming, CenturyLink Area Operations Manager, is in attendance to help answer any questions.

**Commission Discussion**

Bennett asked if the threshold penetration rates for term extensions are defined in the franchise. Henry said yes, the franchise allows for a two year extension if services are available to 20% of all Living Units in the franchise area and an additional three years if 30% of all Living Units is reached.

**MOTION:** Hansen moved to approve Resolution No. 2015-01 recommending and transmitting to the City of Portland a cable franchise renewal agreement with QBSI d/b/a CenturyLink and a side letter of agreement for consideration and final action by the Portland City Council prior to the December 31, 2015 expiration of the extended term of the current franchise agreement.

Dicile seconded.

**DISCUSSION:** Walters clarified that the penetration requirement for the additional three year extension to December 31, 2026 would require that CenturyLink offer services to an *additional* 30% of Living Units in the franchise area; meaning penetration rate has reached a total of 50% of all Living Units.

**VOTE:** 7-0 passed.

Thomas encouraged CenturyLink to consider expanding services to the Gresham area. Hansen congratulated staff and said this is a significant milestone for the MHCRC and the City of Portland as it's the first time Portland residents will have a competitive triple play provider. Dicile said Comcast's letter raised some interesting questions. Dicile said she appreciated Walters' interpretation. Dicile said she believes the renewal franchise mitigates any concerns raised by Comcast's comments in a lawful way.

**R2. MHCRC/City of Portland IGA for Reimbursement of I-Net Capital Costs**

Omelchuck said that the MHCRC, under the renewed Comcast franchise, collects all PEG/I-Net funds and is responsible for distributing those funds back into the community. Omelchuck said that under the previous expired franchise, Comcast retained the I-Net funds and expended those funds following MHCRC authorization. Omelchuck said that at the December MHCRC meeting, the Commission approved a limited IGA with the City of Portland Bureau of Technology Services (BTS) that would allow the MHCRC to pay the BTS for specific capital costs related to the I-Net. Omelchuck said the limited IGA has expired. Omelchuck said the IGA included in the meeting packet for MHCRC consideration was developed for the purpose of developing a longer-term process for reimbursing BTS for I-Net capital costs. Omelchuck said the IGA was developed in cooperation with the City of Portland's Communications Division and other City of Portland staff, and MHCRC legal counsel. Omelchuck said staff will continue to authorize planned expenditures for I-Net capital projects and also verify actual costs once a project is complete.

**MOTION:** Dicile moved to approve a Master Intergovernmental Agreement (IGA) with the City of Portland, which establishes a process to reimburse the City's Bureau of Technology Services for I-Net capital expenditures under the cable services franchise agreements. Goheen seconded.

**DISCUSSION:**

Thomas asked if the IGA has an expiration date to match the term of the Comcast franchise. Walters said the IGA language that allows the agreement to continue in perpetuity in order to maintain the agreement through any franchise term extensions.

Thomas said he would be more comfortable with an IGA date-specific term expiration.

In response to a question from Hansen regarding early termination language, Walters said an option would be to include a five year term with an option for either side to renew.

Dicile said that she is concerned that a five year term would set the stage for added administrative work to re-negotiate the terms of the agreement.

Walters said that should for example, the City of Portland change the way that it charges for services, then the MHCRC could terminate or re-negotiate the agreement under new terms.

In response to a question from Bennett regarding the process for reviewing and approving expenditures, Walters said the proposed process allows BTS to issue invoices and for staff to review and approve payments against the invoices.

Omelchuck said the MHCRC budget includes a total dollar amount for I-Net cost reimbursements within a given fiscal year. Omelchuck said the MHCRC will vote annually on this amount and what it is intended to cover. Once the total dollar amount is approved, then staff authorizes the work.

**VOTE:** 6-1 passed. Thomas voted nay.

### R3. Cable Companies Annual Activities Presentation (Information Only)

Studenmund said Frontier and Reliance Connects representatives were unable to attend the meeting tonight.

- Marc Farrar, Comcast, said Comcast's call answering statistics reached a 95.6% service level in December and in January it was 94%. Farrar said Comcast is operating at a much more efficient level today than ever before. Farrar said Comcast contributed \$8 million in franchise fees and just under \$5 million in PEG fees. Farrar thanked PCM for its digital literacy class partnership. Farrar said Comcast and PCM partnered on providing the community with eight classes. Farrar provided other examples of Comcast's commitment to the community such as: a partnership with Dress for Success; free video service to over 200 schools, 40 city offices and discounted services to fire and rescue agencies; and Gigabit service for all I-Net sites. Farrar said I-Net stakeholders are saving \$2.4 million annually compared what they would pay on the open market for internet services and network connectivity. Farrar said Comcast continues to upgrade the network and do regular maintenance. Farrar said Comcast awarded \$550,000 in scholarships for Leaders and Achievers college scholarships. Farrar said 199 Comcast employees work within the City of Portland; 504 live in the MHCRC community.
- Scott Demming, CenturyLink, handed out a document detailing CenturyLink's past year's accomplishments. Demming said CenturyLink supports numerous local food dives and CenturyLink employees contributed over 1,000 hours volunteer hours in the community. Demming said CenturyLink gave \$63,000 in grants to Teacher in Technology to support schools throughout Oregon and is a longtime partner of Schoolhouse Supplies. Demming said other community partnerships are with SMART, OAME, Oregon Food Bank, Doernbecher Children's Hospital.

## Staff Activity Reports and Updates

- FCC/Federal legislative developments: Henry said the MHCRC joined a coalition to file comments in response to the FCC's request on multichannel video programming distributors (MVPD). Henry said the FCC is proposing new rules to reflect that video services are increasingly provided over the internet. Henry said these new rules have the potential to affect consumer protection and cable franchise obligations include PEG. Henry said reply comments are due next week; however staff is planning a trip to participate in talks directly with legislative and FCC staff.
- 2015 Oregon legislative session: Henry said the 2015 legislation session is in full swing and that staff is monitoring two bills. Henry said one of the bills (HB2088) involves privilege taxation and could potentially impact public benefits such I-Net and PEG funding. Henry said the other bill (SB611) addresses central assessment rules that would impact Comcast and CenturyLink if the companies have property in multiple geographic locations. Under the proposed bill, property taxes could be centrally assessed instead of assessed locally. Henry said centrally assessed companies pay on intangibles, i.e. a franchise agreement. In 2009 Comcast filed a lawsuit with the Department of Revenue opposing being centrally assessed, which tripled Comcast's property taxes in Multnomah County. Henry said SB611 would provide relief for rural communities and data centers, and possibly for Comcast and similarly situated companies such as Google. Henry said the Senate has passed the bill and it is now before the House. Henry said the challenge here is that property taxes fund essential community services.
- 2014 Year-end Complaint Report: Gibbons, referring to the report included in the meeting packet, said complaints have normalized when compared with the previous year. Gibbons said Comcast transitioned its call centers to "centers of excellence" in 2013 which triggered a spike in subscriber complaints. Gibbons said things have settled since then therefore complaints have declined.
- FY15-16 Budget Process/Information: Henry said the Finance Committee is scheduled to meet in April.
- TechSmart Initiative – Activities Update: Omelchuck said staff is work to finalize an RFP for evaluation services. Omelchuck said staff curtailed work with PSU under the current IGA for evaluation services. Omelchuck said a limited scope of work IGA with PSU will be retained to provide staff and the new evaluator with student level data analysis. Omelchuck said staff is actively engaged in discussions with Portland Public Schools and Reynolds School District on grant project plans under the TechSmart Initiative. Omelchuck said staff anticipates bringing forward draft project plans in May/June. Omelchuck said the MHCRC should anticipate draft project plans from Centennial and Gresham Barlow in the fall. Omelchuck said Centennial and Gresham Barlow are engaged in district-wide strategic planning and wanted to wrap that process up before starting a project plan.
- Other: none.

## Committee Reports

- Finance Committee: none.
- Grant Committee: none.
- PCM Board Appointee: Studenmund said the PCM Board submitted a FY15-16 budget. Studenmund said the Board has a planning retreat on March 27.

- MetroEast Board Appointee: none.

#### New Business; Commissioner Open Comment

Studenmund gave an overview of the meeting schedule.

Omelchuck reviewed the TechSmart Initiative approval process planned for May and June. Omelchuck said the review process includes a work session of the full Commission at a regular MHCRC meeting. Final contract move forward at an MHCRC meeting following the work session meeting. Omelchuck said Commissioners should plan for a 1 ½ hour work session.

#### Franchisee Activity Report

None.

#### PEG Provider Activity Report

- MetroEast Community Media: Rob Brading, said referred to the article in the Willamette Week about POWfest, a media camp for girls. Brading said MetroEast is collaborating with Oregon Humanities and the Center for Advanced Learning (CAL). Brading said MetroEast also began offering classes in Spanish. Brading reported MetroEast celebrated its 30<sup>th</sup> anniversary with a successful public event.
- Portland Community Media: Bea Coulter, said the Board is launching into strategic planning process that will analyze activities and to set future priorities. Coulter said PCM is in the process of hiring a communications coordinator. Coulter said PCM's youth program is offering free spring programs.

Public Comment: none.

Adjourn 7:45pm

Respectfully submitted,

Rebecca Gibbons  
Program Coordinator



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### **COVER SHEET – AGENDA ITEM #C2**

For Commission Meeting: May 18, 2015

“Community Technology Grant Agreement: Northwest Film Center”

#### **Recommendation**

Staff recommends that the Commission approve the 2015 Community Technology Grant agreement with Northwest Film Center for \$47,258.

#### **Background**

At the January 26 meeting, the Commission selected 12 Pre-Applications to invite to apply for funding. Following the Commission’s decision, MHCRC staff engaged all 12 applicants in a process to complete full grant applications and contracts.

MHCRC staff has reached agreement on a full grant application and contract with Northwest Film Center and recommends approval at the May meeting (draft contract attached). The Commission may recall that Film Center’s Pre-Application was clear and detailed with regard to project purpose, outcomes, evaluation methods, and budget. There are no significant changes in the final application and the grant request did not change.

The Commission approved two grant contracts at its March meeting. Seven contracts are presented at the May meeting for Commission consideration. Staff is working with the remaining three applicants to complete final applications in preparation for the June Commission meeting.

Attachment: Draft Community Technology Grant Agreement (1)

Prepared By: Rebecca Gibbons  
May 12, 2015



## AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and Northwest Film Center (Grantee) (together referred to as the "Parties").

### RECITALS:

This Agreement is entered into for the purpose of providing the Commission's 2015 grant funds for the Grantee's Heroes Magnifico Video project.

### AGREEMENT:

#### 1. Grant Amount, Use of Grant

Grantee is awarded a total amount of \$47,258 for specific capital costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in its Grant Application (the "Grant"). The Grant Application is attached to this Agreement as Attachment 2. Grantee shall not use the Grant funds for any other purpose than that set forth in Attachment 2.

#### 2. Project Manager

The Commission's Project Manager shall be Rebecca Gibbons or such other person as shall be designated in writing by the OCT Director.

#### 3. Payments

Grantee shall submit periodic invoices for actual capital costs incurred by Grantee related to the approved Grant budget. The invoice shall be on Grantee's letterhead and signed and dated by an authorized representative of Grantee. The invoice shall include an invoice number and a breakout of the invoice amount by line items which accord with the approved Grant project budget. Upon submission by the Grantee of an invoice, and upon certification by the Project Manager that the invoice is in accordance with this Agreement and any restrictions upon use of the Grant funds, the Commission shall pay to the Grantee the amount as specified in the invoice, not to exceed the total Grant amount of \$47,258 within thirty (30) days from date of the invoice. If the Project Manager finds that the invoice is not in accordance with this Agreement, the Project Manager shall notify the Grantee of the reasons for the disallowance and non-payment.

All invoices for Grant project capital costs must be received by the Commission at least thirty (30) days prior to the expiration date of this Agreement in order to be paid under the Agreement terms. No invoices shall be accepted after the expiration of this Agreement.

#### 4. Financial Records

Along with the periodic invoices, Grantee shall submit copies of receipts or other evidence of payment for actual grant funded capital costs incurred by Grantee related to the Grant. The Project Manager, at her/his sole discretion, may require additional financial documentation of Grant project expenditures.

Grantee agrees to keep accurate and complete financial records that will enable the Commission to easily determine the use of Grant funds and the allocation method of Matching Funds committed by Grantee and Project Partners in the Grant for the project.

#### 5. Reports

Grantee shall submit Interim Reports and a Final Report (collectively referred to as 'Report(s)' herein) to the Project Manager using the Commission's online grants management system. The Reports shall include both programmatic and financial information as established by the Commission. A sample of Report information is attached to this Agreement as Attachment 1. For a Report to be accepted by the Project Manager, the Grantee shall document and clearly describe the progress of the grant in accordance with the reporting schedule defined below.

Interim Reporting periods are June 1, 2015 through December 31, 2015; January 1, 2016 through June 30, 2016; July 1, 2016 through December 31, 2016; January 1, 2017 through June 30, 2017. Interim Reports are due within thirty (30) days of the end of each reporting period. Grantee shall submit a Final report thirty (30) days after the project end date of September 30, 2017 summarizing the activities and accomplishments of the entire Grant.

Grantee shall immediately provide notice in writing by electronic mail to the Project Manager when Grantee anticipates or realizes any deviation in the Grant project which may result in Grantee's inability to fulfill the Grant project as originally submitted and approved by the Commission.

Grantee shall also provide other financial or program reports as the Commission deems reasonably necessary or appropriate. Grantee shall make its books, general organizational and administrative information, documents, papers and records that are related to this Agreement or Grantee's performance of services available for inspection by the Project Manager or other Commission representatives during reasonable business hours following five (5) business days advance written notification from the Project Manager.

#### 6. Project and Fiscal Monitoring

The Commission and the Project Manager shall monitor the Grantee's performance on an as needed basis to assure compliance with this Agreement. Such monitoring may include, but are not limited to, on site visits at reasonable times, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Grant. The frequency and

level of monitoring will be determined by the Project Manager. Grantee shall remain fully responsible at all times for performing the requirements of this Agreement.

7. Audit

Because grant funds are derived from the cable franchises, the cable companies may conduct a financial review or audit of Grantee for the purpose of verifying whether use of capital grant funds is in accordance with the requirements of cable franchises related to use of capital grant funds. If the MHCRC receives notice from a cable company in accordance with the terms of the cable franchises of such audit or review, the Commission's Project Manager shall notify Grantee within 5 business days of receiving the notice, and shall identify to Grantee the relevant financial records of Grantee that the cable company seeks to review. The scope of such audit or review of Grantee shall be consistent with the terms of the applicable cable franchise. Grantee agrees to make such relevant financial records available to cable company's authorized representative for inspection and copying. Such records shall be reviewed during normal business hours at a time and place made available by Grantee. The Commission's Project Manager shall promptly provide Grantee with written notice of the audit or review's conclusions.

8. Publicity

Any publicity shall indicate that the project was made possible by a Grant from the Commission through funds provided by the cable companies. Grantee shall notify the Project Manager before releasing information about the Grant to the press or other news media. The Commission may include information regarding the Grant in periodic public reports.

9. No Other Obligations/Complete Agreement

Grantee acknowledges that, except for the Grant, the Commission has no obligation to provide, and the Commission has not led Grantee to believe in any way (whether expressly or by implication) that the Commission will provide any additional or future assistance, financial or otherwise, either to Grantee or for the Grant project.

This Agreement contains the complete agreement of the parties. This Agreement may not be assigned, nor may any of the Commission's rights be waived, except in writing signed by a duly authorized representative of the Commission. The Commission may specifically enforce, or enjoin a breach of, the provisions of this Agreement, and such rights may be freely assigned or transferred to any other governmental entity by the Commission.

10. Representations

Grantee represents that it has full power and authority, and has obtained all necessary approvals, to accept the Grant, to carry out the terms of the Grant and this Agreement, and to conduct the Grant project in compliance with all applicable laws.

11. Indemnification

Grantee shall hold harmless, defend, and indemnify the Commission and the Commission's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Grantee's work or any of Grantee's contractors work under this Agreement.

12. Compliance with Laws

The Commission and Grantee agree to comply with all applicable local, state and federal laws and regulations that apply to the subject matter of this Agreement.

13. Amendment

The Project Manager is authorized to amend the terms and conditions of this Agreement, provided such changes do not increase the Grant amount or the Commission's financial risks or change the purpose of the Grant. If approved such amendments shall only be effective if in writing, and signed by duly authorized representatives of both Parties. Any change in the amount of the Grant funds or the financial risks under this Agreement must be approved by vote of the Commission.

14. Term of the Agreement

This Agreement becomes effective upon the date of the last signature by a party. The term of this Agreement is through, and including, December 31, 2017.

15. Early Termination of Agreement

This Agreement may be suspended or terminated prior to the expiration of its term by:

- (a) Written notice provided to Grantee from the Commission before any obligations are incurred;
- (b) Mutual written agreement of the Parties.

Upon termination, Grantee shall return to the Commission the full amount of Grant funds paid by the Commission to the Grantee for the Grant project.

16. Material Failure to Perform

The Project Manager may terminate this Agreement after determining that Grantee has failed to comply with any material term or condition of this Agreement. The Project Manager shall give Grantee written notice of the intent to terminate this Agreement, identifying the reasons for such action.

If Grantee fails to remove or otherwise cure the material failure within thirty (30) days of the written notice of termination, or if Grantee does not undertake and continue efforts satisfactory to the Commission to remedy the failure, then the Commission may, at its sole discretion, require Grantee to refund to the Commission any amounts improperly expended, any unexpended amounts or the full amount of Grant funds paid by the Commission to Grantee for the Grant project in compliance with the terms and conditions of this Agreement.

17. Suspension of Work

The Project Manager may at any time give notice in writing, by electronic mail, to Grantee to suspend work and expenditure of funds provided under this Agreement. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Grantee shall promptly suspend work and expenditure of funds to the extent specified. During the period of the suspension Grantee shall properly care for and protect all projects in progress including materials, supplies, and equipment that are on hand for performance of the Grant. The Project Manager may, at any time, withdraw the suspension of work as to all or part of the suspension in written, by electronic mail, notice to Grantee specifying the effective date and scope of withdrawal. Grantee shall then resume diligent performance of the work. In no event shall Grantee be entitled to any incidental or consequential damages because of suspension.

The causes for suspension of work include, but are not be limited to, Project Manager's concerns about Grantee's ability to complete the Grant in accordance with this Agreement or any other non-compliance with the Agreement.

18. Non-Discrimination

In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. Grantee shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. In regard to carrying out activities under this Agreement, Grantee shall further not arbitrarily refuse to provide services to any person and shall not discriminate in offering services on the basis of race, color, religion, age, sex, marital or economic status, national origin, sexual orientation, disability or source of income.

19. Severability

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be considered stricken.

20. Choice of Law and Choice of Forum

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Commission and Grantee arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

21. Survival

As of the date of termination of this Agreement, any pre-existing unresolved claim or dispute by either Party, including but not limited to, money owed, performance due, or any other obligations of the Parties, that is the result of the other Party's performance or non-performance, will, by their terms, survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity and unperformed obligations will survive termination of this Agreement. The obligation under Section 5 to submit a Final Report shall also survive termination of this Agreement.

22. Assignment

This Agreement or any interest therein may not be assigned or subcontracted without the prior written consent of the Project Manager. In the event of transfer without prior written consent, the Commission may refuse to carry out this Agreement with either the transferor or the transferee and yet retain and reserve all rights of action for any breach of contract committed by Grantee.

Notwithstanding Grantee's use of any subcontractor for performance of this Agreement, Grantee shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to Grantee under this Agreement. Grantee agrees that if subcontractors are employed in the performance of this Agreement, the Grantee and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

23. Electronic Means

The parties agree the Commission and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

24. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express), or (4) email addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Commission:

Attn: Rebecca Gibbons, Project Manager:  
Office for Community Technology  
Mt. Hood Cable Regulatory Commission  
111 SW Columbia St., Suite 600  
Portland, Oregon 97201  
Email: [rgibbons@mhcrc.org](mailto:rgibbons@mhcrc.org)

If to Grantee:

Attn: Ellen S. Thomas, Education Director:  
Northwest Film Center  
1219 SW Park Avenue  
Portland, OR 97205  
Email: [ellen@nwfilm.org](mailto:ellen@nwfilm.org)

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail as aforesaid, one (1) business day after shipment by commercial air courier as aforesaid or the same day an email transmission is sent (or the first business day thereafter if sent on a Saturday, Sunday or legal holiday).

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT: Heroes Magnifico Video Project

**GRANTEE SIGNATURE:**

**GRANTEE: NORTHWEST FILM CENTER**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MT. HOOD CABLE REGULATORY COMMISSION SIGNATURES:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mt. Hood Cable Regulatory Commission Attorney



## Grant Agreement -- Attachment 1

### **SAMPLE INTERIM REPORT INFORMATION**

#### **OUTCOMES ACTIVITES AND PROGRESS**

Describe project activities that focus on the intended outcomes and/or progress made toward the outcomes. Provide both quantitative and qualitative details as they relate to an activity.

#### **LEARNINGS AND EVALUATION**

Summarize the key evaluation steps completed or underway. What are the primary lessons learned thus far about the project? Have you had any course corrections or adjustments to your project based on learnings thus far? How might these learnings impact project implementation in the next Reporting Period?

#### **IMPLEMENTATION SUCCESSES AND CHALLENGES**

By using the project's original implementation plan/timeline (included in Attachment 2 to the Grant Agreement, The Implementation Plan), provide a mark-up of the plan indicating the status of your project in relation to the original plan/timeline by adding a "status" column to your activities list.

Describe any anticipated and unanticipated successes and challenges.

#### **EXPENDITURE DETAIL**

Provide a line item accounting, in context of the original grant budget, of the expenditures incurred during the Reporting Period; including both Grant fund and Matching fund expenditures.

Provide a clear narrative of the expenditures incurred for each line item identified above.

Provide a clear explanation of any expenditure that substantially differs from the original Grant budget.

#### **WORK SAMPLES**

Periodically, the MHCRC will use photos and videos (with permission) on our website to highlight the work of the organizations we support. Please send us photos or videos that illustrate the impact of the grant project in the community. (By sharing photos or videos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the MHCRC's stakeholders and broader audiences.)

## **SAMPLE FINAL REPORT INFORMATION**

### **RESULTS**

Describe the significant project activities that took place throughout the life of your project and how these activities contributed to the realization of the original project purpose and outcomes. (As applicable, please quantify your results as they related to your original project outcomes, i.e. numbers of people served, the demographics of those served, the number and type of content created, the number/type of classes/programs offered, etc.)

Outline your evaluation process, including evaluation tools and methods. Detail the results of your evaluation.

Do you have a testimonial story to tell that captures the essence of the project's impact? (Where anonymity is required, please use pseudonyms.)

### **REFLECTIONS**

What did you learn about the problem or issue you were trying to address?

What did you learn about the population served?

What factors contributed to your success?

What, if any, were the significant challenges encountered? How did you address both anticipated and unanticipated challenges in the course of the project?

### **EXPENDITURE DETAIL**

Provide a line item accounting, in context of the original grant budget, of the expenditures incurred during the Project term; including both Grant fund and Matching fund expenditures.

Provide a clear narrative of the expenditures incurred for each line item identified in Step 1.

Provide a clear explanation of any expenditure that substantially differs from the original Grant budget.

### **SUSTAINABILITY**

Will the project/program continue beyond the term of this Grant? If so, what are your next steps and plans for continuing or changing the project/program?

### **WORK SAMPLES**

Periodically, the MHCRC will use photos and videos (with permission) on our website to highlight the work of the organizations we support. Please send us photos or videos that illustrate the impact of the grant project in the community. (By sharing photos or videos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the MHCRC's stakeholders and broader audiences.)



Application

00069 - 2015 Community Technology Grants

00229 - HEROES MAGNIFICO VIDEO PROJECT

Community Technology Grants

Status: Submitted

Submitted Date: 04/03/2015 1:38 PM

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## Primary Contact

<b>Name:</b>	Ellen	S	Thomas	
	Salutation	First Name	Middle Name	Last Name
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<b>Phone:*</b>	503-221-1156	15		
	Phone	Ext.		
<b>Title:</b>	Education Director			

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## Organization Information

<b>Name:</b>	Northwest Film Center		
<b>Organization Type:</b>	Non-Profit Entity		
<b>Address:</b>	1219 SW Park Avenue		
<b>City*</b>	Portland	Oregon	97205
	City	State/Province	Postal Code/Zip
<b>Phone:</b>	503-221-1156		

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## Executive Summary

### Executive Summary

*The Executive Summary is your opportunity to introduce your project (please limit to one page).*

The HEROES MAGNIFICO VIDEO PROJECT is a collaboration of the Northwest Film Center, whose education and exhibition programs serve a broad range of Multnomah County constituencies, and the Miracle Theatre Group, Oregon's largest Latino arts organization, and the central "hub of Latino expression" in our community. The public benefit area addressed by the project is: Reducing Disparities.

Over two years, through video-making activities and the creation and dissemination of 6-8 hours of new programming for our cable television access channels, the project will give voice to Multnomah County Latinos, and our largest minority population. Latinos presently face barriers to education, employment and cultural equity. They are under-represented as subjects on television, as filmmakers in the arts community, and in our greater cultural dialogue about the values of family and hard work. The new programming will highlight the role of self-sacrifice in Latino culture, documenting the stories of the "Magnificent Heroes" who put the needs of others ahead of their own on a daily basis: those who babysit their siblings, translate for their parents, work in family businesses, support siblings through college, etc.

Roughly 40 young Latino adults, ages 17-26, will produce the stories. They will learn and apply the techniques of hands-on filmmaking from Film Center teaching artists and supporting Miracle Theatre personnel. The mentoring and instruction will take place through workshops to be held at various community locations. The workshops are free and require no previous film experience. Successful participants will be eligible for scholarships to college-level classes, internships and other Film Center opportunities.

The youth will be identified by cooperating high schools, arts programs, Latino social service agencies and Latino leadership programs with which Miracle Theatre has active relationships. These same entities will help to build live, online and cable audiences for the completed films. In addition to an anticipated 25-30 hours of total air time on the Film Center's existing weekly slot on Portland Community Media's POP29, the films will also screen before/after selected Miracle Theatre performances, and as part of Film Center exhibition programs.

Evaluation data will be collected on what the youth learn from the project, the quality and quantity of the programming generated, audience response to the films, and the impact of the project on the Film Center's desire for inclusion and equity, and organizational capacity.

The total project budget is \$101,303. A capital grant in the amount of \$47,258 is requested to fund basic, tried-and-true, prosumer quality video production equipment for the youth participants to use to create the programming. As match, the Film Center is offering services valued at \$54,045, including Miracle Theatre personnel and performance space.

In sum, the beneficiaries are projected as follows: Latino youth participants (40), their families and peers (500), the live audiences of Miracle Theatre (4,800) and the Film Center (1,800), the constituents of cooperating schools and Latino organizations (2,500), and the general cable viewing public (8,000+).

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## Project Narrative

<b>Total Grant Funds:</b>	\$47,258.00
<b>Total Match Funds:</b>	\$54,045.00
<b>Total Funds:</b>	\$101,303.00
<b>Cable System Technology Use</b>	Community Access Channels
<b>Proposed Technology</b>	Video production equipment
<b>Public Benefit Area</b>	Reducing Disparities for Underserved Communities

### Project Purpose

*Describe the overall project, including how technology will be used and the type of proposed technology to be deployed. How will use of the technology address your identified public benefit area and serve your identified community or targeted beneficiaries? What project outcomes do you hope to achieve for the identified community or targeted beneficiaries through the use of the proposed technology?*

The HEROES MAGNIFICO VIDEO PROJECT is a new collaboration of the Northwest Film Center, whose education and exhibition programs serve a broad range of Multnomah County constituents, and the Miracle Theatre Group, Oregon's largest Latino arts organization, which is widely recognized as the central "hub of Latino expression" in our community.

Over the next two years, through the creation of 6-8 hours of new programming for the cable television access channels, the project will give voice to the Multnomah County Latino population, at 10.9%, our largest population of color. Latinos are highly under-represented as subjects on cable television, as filmmakers in the arts community, and as storytellers in our cultural narrative about family, sacrifice and the value of hard work.

As reported by the Coalition of Communities of Color in 2012, the population is presently facing significant barriers to education, employment and cultural equity. The challenges are apparent in high school graduate rates, youth incarceration rates, teen pregnancy rates, college completion rates and reported incidences of bullying and harassment.

The new programming will share aspects of Latino culture and traditions that much of the general population is largely unaware of. Specifically, it will focus on the "Magnificent Heroes" living in our midst. These are young Latinos who put the needs of others ahead of their own, defining their success in terms of how they support others: young Latinos who babysit their siblings while their parents work, interpret for their parents at medical appointments or court hearings, work in family restaurants, protect their siblings from gangs, or who work to put their siblings through college. Unsung heroes, they go about their daily routines largely unnoticed and without validation. Together, they form a safety net and a cultural infrastructure of great strength and possibility.

The stories of these "Magnificent Heroes" will be gathered and reported by 40 Latino youth, ages 17-26, most of them without previous media-making experience. The youth will work directly with Film Center and Miracle Theatre teaching artists to learn the art and craft of visual storytelling, using prosumer video production equipment, and following professional protocols for filmmaking research, interviewing and editing. Thus, individuals who are not only familiar with the topic, but who, in some instances, are living the topic will generate the programming.

#### Background

The Film Center and Miracle Theatre co-conceived HEROES MAGNIFICO this past fall as a follow-up to a highly successful collaboration in 2009 called HISTORIAS DE OBJETOS, which enabled 10 Latinos identified by Miracle to work with Film Center faculty to create short films about the meaning of personal objects in their lives.

The project is inspired by Miracle's upcoming 2016 theatre production, INTO THE BEAUTIFUL NORTH, an adaptation of the novel by the same name, which has a strong empowerment message for Latino young adults. In the play, a young Latina protagonist with limited resources undertakes a wildly successful "Heroes Journey" to help her community. In a similar vein, this project will enable young adult beneficiaries to make and share films about the un-celebrated Magnificent Heroes in their own community (themselves or someone they select).

#### Youth Participants

The youth participants will be identified primarily through Miracle Theatre's existing relationships with Roosevelt High School, Gresham High School, PCC and PSU, Unid@s for Oregon Leadership Project, the Hispanic Metropolitan Chamber, Latino Network, and other Latino service organizations. It is expected that some of the youth will be attending high school or college, and some will no longer be in school. The opportunity will also be publicized throughout the arts community, and local college campuses.

The youth will participate in one of four hands-on workshops taught by Film Center faculty, with the help of the Miracle teaching artists. The workshops will average 30 instructional hours in length, and be held either in the Film Center's facility in downtown Portland, or in a community location selected with partners. There will be 8-12 participants in each workshop. No previous filmmaking experience is required.

Some workshops may be devoted to a single school classroom or one organizational program; others may bring participants together from different sources in the community. The workshops will take place one at a time over the project's two-year timeline. While the final schedule will depend on the needs of those we are working with, we anticipate the schedule as: Fall 2015, Spring 2016, Fall 2016, Spring 2017.

Taking the "Hero's Journey" storytelling form as its prompt, the workshop curriculum will be modeled on other Film Center projects involving young adult learners with limited resources. Participants will learn discrete skills in camera operation, sound recording, interviewing, lighting and editing. They will work independently or in small crews to select the stories they want to tell in a chosen genre (documentary, dramatic, experimental, stop motion). Faculty will take them through the production process, step by step. The stories may be in English or Spanish, or both. The films will be sub-titled in both languages to optimize

viewer understanding.

Upon successful completion of a workshop, participants may be able to earn PSU college credit (through an existing cross-registration agreement), and will become eligible for Film Center scholarships to School of Film classes, mentorships, and the opportunity to mentor new participants in later workshops (if they desire).

#### The Stories

We estimate that about 10 short "Magnificent Hero" stories will be completed in each of the four workshops, for a total of about 40 stories over the two-year project. Each story will average 6-12 minutes, for a total of about 7 hours of running time. Rather than waiting to distribute the stories until the end of the project (in 2017), we will submit them to Portland Community Media for cablecast at the end of each workshop session (or four times, over the two-year project). The material will air on the Film Center's weekly, one-hour, standing prime time show. Per PCM's standard practice, the shows will repeat on a regular basis, for an estimated total of 25-30 hours of airtime before the project sunsets.

In addition to cable broadcast, the completed stories will be shared with live community audiences at several junctures. During Miracle Theatre's theatrical run of BEAUTIFUL NORTH in the spring of 2016, and at other appropriate productions in 2017, Miracle will feature the work of selected participants before and/or after the show in their performance space in Central Eastside Portland, with the young filmmakers in attendance. The Film Center will integrate selected stories into its year-round exhibition programming, through the NW TRACKING series of work by Northwest filmmakers, and other opportunities in the 365-seat Whitsell Auditorium in downtown Portland and other venues. The stories will also be uploaded to the Film Center's online Vimeo channels, and be made available to the schools and organizations whose youth are involved.

In sum, we estimate the total involved beneficiaries to be as follows: Latino youth participants (40), their families and peers (500), the live audiences of Miracle Theatre (4,800) and the Film Center (1,800), the constituents of cooperating schools and Latino organizations (2,500), and the general cable viewing public (8,000+).

#### Outcomes

These are our intended outcomes:

1. Untold stories of bravery, leadership and determination that are living in the everyday lives of the Multnomah County Latino population will be accessible to Latino and general populations through multiple avenues: live theatre, live film screenings, programs and activities of Latino service organizations, and most significantly, on prime time local cable channels. The stories will be original, display high production values (picture and sound quality, narrative structure) and reflect authentic participation on the part of the Latino youth beneficiaries. The stories will also stand apart in style and tenor from PCM's existing talk-show-with-guests Latino programming.
2. Youth participants will have a hands-on, culturally specific experience in an environment that is welcoming and accountable to the Latino community. The youth will respond positively to the opportunities to learn discrete filmmaking skills, to have a college-level learning experience in the arts, and to develop work readiness skills in time management, sequencing, and working as part of a creative team. Additionally, the youth will be able to reflect on how the project has impacted their perceptions, values and/or aspirations. Selected youth will be able to pursue further study in film free of charge.
3. The project will connect the Latino community to the potential of filmmaking, and to local community cable television, as forms of outreach and education. Within the arts community, the project will connect theatre audiences to film, and film audiences to culturally specific theatre. The project will also stimulate personal and institutional relationships that might foster new arts projects and initiatives involving community technology and disparity reduction. Taken together, these outcomes suggest a replicable model for how organizations (culturally-specific and general) can work together to help meet institutional diversity goals, and ultimately, to advance racial equity.
4. To the extent that it can be measured, the project will attempt to effect a positive change in attitude about the local Latino population in some audience members/viewers/participants.

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#### Evaluation Plan

*How will you evaluate progress toward and achievement of the projects anticipated outcomes?*

In terms of project output, we will measure our progress according to whether the proposed timeline (below) is met, and if we produce the number of workshops, completed films, public programs and cable broadcasts as outlined.

We will quantify the experience of the youth beneficiaries by looking at attendance records (for workshops and at public presentations), and participation rates for follow-up activities (such as enrolling in later classes). Faculty will report anecdotally and through simple score sheets on technical filmmaking proficiency levels, and on the extent to which individuals performed as effective team members and stayed on task during the filmmaking. As instructors in the Film Center's School of Film, Faculty routinely assesses young adult learners in these areas.

The youth participants will also have an opportunity to reflect on what they learned through pre- and post-workshop on-camera interviews (e.g. "what are you hoping to learn through this project?"). Along with behind-the-scenes footage that participants will record along the way, this footage will most likely be integrated (selectively) into a final compilation of the completed films. We project that many of the youth will indicate that they had not considered themselves or their peers or family members to be "Magnificent Heroes" prior to the film project.

Audience interest will be measured via attendance records and viewer estimates provided by PCM. Final credits will invite viewers to share their responses on a Facebook Event Page and other other social media. Feedback will be collected at live theatre performances and film screenings via printed cards that viewers turn in upon departure. The cards ask respondents to describe their reaction to what they saw in terms of their expectations and emotional response. The tallied data will be shared in project reporting, and incorporated into project outreach.

*(This field has a character limit of 4000)*

### **Project Partners**

*A "Project Partner" is defined as an organization that supplies cash or in kind resources and/or plays an active role in the planning and implementation of the project. You should present who your Project Partners are, their respective roles in the project, and specific contribution each partner will make to the project in the form of financial support, equipment, personnel, or other resources.*

The Film Center's project partner for HEROES MAGNIFICO is the Miracle Theatre Group (also known as Milagro), Oregon's largest Latino arts organization, based in SE Portland, which is widely recognized as the central "hub of Latino expression" in our community. As described above, the Film Center and Miracle Theatre worked together in 2009 on HISTORIAS DE OBJETOS, a video project focusing on the personal objects in Latino culture. These films are now in wide circulation in schools, libraries and public meetings, arts programs and Bilingual Education conferences. Several of the Latino artists who were involved have continued their interest in filmmaking and their relationship with the Film Center.

Also as noted above, HEROES MAGNIFICO was co-conceived out of the Film Center and Miracle Theatre's mutual desire to continue their collaborative work. INTO THE BEAUTIFUL NORTH, the 2016 Miracle theatrical production that is inspiring the project, provides an anchor and a theme, while inviting a larger conversation that will connect a range of individuals and audiences beyond the production itself.

Miracle Theatre personnel will play an active, critical role in continued project planning and implementation. Executive Director Joe Gonzalez will spend 40 hours of his time over the next two years to link the project with Latino organizations, programs, individual leaders and grantmaking organizations, helping to create relationships which result in youth recruitment, successful participation and community outreach.

Miracle Artistic Director Olga Sanchez will invest 40 hours of her time over the next two years to link the project to Milagro theatre performances, helping Film Center teaching artists to create the "Hero's Journey" aspect of the workshop curriculum, and match-making between the project and individual Latino educators, program managers, artists and youth. With her help, conversations are now taking place with Spanish teacher Elena Garcia-Velasco at Roosevelt High School, Spanish teacher Sherman Floyd at Parkrose High School and Joaquin Lopez of Latino Network's Transformative Youth Opportunities program for gang-affected youth and Family & Youth Management program in East County.

Miracle Founding Director Danal Malan will contribute 25 hours of her time over the next two years to advise on evaluation planning and implementation as the methods and techniques described above roll out. Her expertise in this area is considerable, especially as it applies to Bilingual Education.

Miracle Theatre will also present selected project films before/after its theatrical productions (INTO THE BEAUTIFUL NORTH and others) in its performance space in SE Portland. Specifically, they will provide staffing, screening technology and a welcoming environment for audiences and young filmmaker participants.

The monetary value of these contributions is laid out in the Budget Narrative.

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## **PROJECT FEASIBILITY SECTION includes: Technical Design, Implementation Plan, Organizational Capacity and Project Budget (see Final Application Budget form)**

### **Technical Design**

*The Technical Design should specify in detail the proposed technology and equipment to be employed; the rationale in selecting the particular technology; how the technical design supports the projects use of the community access channels and/or the I-Net; and the plans for maintaining and upgrading the system or equipment in the future.*



HEROES MAGNIFICO utilizes prosumer quality video cameras, lights, microphones and editing stations (see summary at the end of this section) for the proposed filmmaking activities. This technology has user-friendly interfaces and is durable, so it will provide a positive and reliable learning experience for beginning-level adults. It reflects High Definition industry specifications in terms of picture and sound quality, ensuring a high quality viewing experience on cable television or the big screen (in contrast to the lesser requirements of social media sites).

A pool of 8 cameras is planned, as we expect 8-12 participants per workshop (individuals may work alone or in small groups). Every pair of cameras is supported with requisite lights, microphones and sound recorders. Five edit stations will allow participants to edit alone, in pairs or trios, depending on their interest. These ratios reflect our long time practice as education providers. We will not upgrade the equipment during the project, as we expect it to have a shelf life of at least two years.

The Northwest Film Center's current equipment inventory consists of very similar filmmaking technology to what is proposed (though it is about two years older, so slight modifications have been made to reflect current models). An Equipment Staff of 3.5 FTE (headed by a 1.0 FTE Equipment & Facilities Manager) + fleet of trained interns supports the equipment in the Film Center's "equipment cage". Systems are in place to inventory, insure, track, and maintain the items. Check-in and checkout procedures are fully established. Faculty members are fully proficient in teaching the proposed makes, models and software programs.

However, the current equipment inventory is allocated to the Film Center's tuition-based classes. It is in constant demand, and therefore unavailable to support additional activity such as HEROES MAGNIFICOS. Without capital support, the project will have to rely on mothballed Standard Definition (SD) equipment that is of noticeably lesser picture and sound quality. We do not want to ghettoize our work with disadvantaged populations in this way.

The cable television technology to be used consists of the Portland Community Media's POP29 community media channel. The Film Center has a standing one hour program slot on this channel (currently, every Sunday evening), and additional time when requested. Protocols for mastering and submitting material have been in place for many years. The opportunity to create fresh, new programming is a large impetus for this project.

(8) Canon XA20 Cameras, (8) Manfrotto Tripods, (4) Lowell 3-Light Kits, (4) Sennheiser Lavalier Microphones, (4) Zoom Audio Recorders, (4) Rode Shotgun Microphones, (5) Macbook Pro Editing Laptops, (5) 2TB Backup Drives, (40) Flash Memory Cards.

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#### **Proposed Project Start and End Date:**

*Proposed projects may include timelines of up to 36 months to complete the projects.*

**Proposed Start Date (month/year)** June 2015

**Proposed End Date (month/year)** September 2017

#### **Implementation Plan**

*The Implementation Plan should include major tasks and milestones in addition to detailed tasks needed to successfully implement the project.*

Many of the project's tasks and milestones can be readily laid out: once the equipment, personnel, curriculum and evaluation tools are in place, there will be 4 workshops with corresponding community screenings and 4 submissions of material to Portland Community Media over two years.

Here is a general outline:

March/May 2015 - Pre-Project Planning with Partner and Potential Sites

June /July 2015 - Capital Equipment Procurement and Testing

July/August 2015 - Teaching Artists Selection and Orientation

September 2015 - Workshop Curriculum Design, Evaluation Planning

October/November 2015 - WORKSHOP #1 - Location TBD

December 2015 - Evaluation Data Assessment

January 2016 - Cable Programming Submission #1

March/April 2016 - WORKSHOP #2 - Location TBD

May 2016 - Evaluation Data Assessment

June 2016 - Screening(s) at Miracle Theatre

July 2016 - Cable Programming Submission #2

October/November 2016 - WORKSHOP #3 - Location TBD

December 2016 - Evaluation Data Assessment

January 2017 - Cable Programming Submission #3

February 2017 - Screening(s) at NW Film Center

March/April 2017 - WORKSHOP #4 - Location TBD

May 2017 - Evaluation Data Assessment

June 2017 - Cable Programming Submission #4

September 2017 - Final Evaluation Tabulation & Reporting

What is difficult to anticipate at this early stage are the specific scheduling needs of the high schools, cultural programs, and youth organizations that will recruit and support the youth participants. There is flexibility needed here that we plan to support. For example, one or more workshops may end up being offered in July 2016 or July 2017, or we may decide to offer two workshops back to back if there is overwhelming interest. Public screening dates may also change to sync up with programmatic opportunities that present themselves along the way.

We will update the MHCRC as these shifts in timeline may occur. The most critical milestones, however, are represented here, as are our commitments to integrate evaluation and generate cable programming throughout.

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### **Organization Capacity**

*The applicant should demonstrate the Organization's capacity to successfully integrate the project into the organization.*

As an organization whose mission is "to encourage the study, appreciation, and utilization of the moving image arts, foster their artistic and professional excellence, and to help create a climate in which they may flourish," the Northwest Film Center has reached out to and partnered with organizations and individuals from diverse backgrounds for much of its 43 year history. This work has taken such forms as Cine Lit, a Hispanic Film showcase at the Portland International Film Festival (with PSU, OSU and the University of Oregon), artist residencies with the Oregon Council for Hispanic Advancement's leadership programs around the state, HISTORIAS DE OBJETOS, and visiting artist programs with Latino filmmakers from the community and around the world.

HEROES MAGNIFICOS expands this work by drawing upon our existing relationship with the Miracle Theatre Group to widen and deepen our relationships with the Latino community.

The project is aptly timed. It overlaps a current institutional effort to develop and implement a formal Policy of Equity and Inclusion as part of a 3-Year Strategic Plan. It follows on the heels of PROJECT VIEWFINDER, a similar education outreach effort with the Homeless Youth community in 2013 and 2014 which encouraged and rewarded individual youth leadership (artistic and otherwise), attracted new individual and foundation donors, and presented personal stories of fortitude and transformation to new live and online audiences.

The project continues our efforts to diversify our School of Film student body, provide opportunities for emerging filmmakers from diverse backgrounds to engage with the community in a dynamic way, and to provide high quality, insightful programming for Multnomah County's cable-viewing community.

Significantly, the project places the Film Center in the specific community of color that is being served: teaching assistants, translators, site coordinators and the others who help will become intricately involved in our work, and us in theirs. Our hope is that new, culturally specific, culturally informed, film exhibition and education programs can be created, drawing upon contributing Latino organizations and leaders for inspiration and accountability, while offering Latino learners and audience members what the Coalition of Communities of Color calls "respite from racism."

Bridging film and theatre, the Central Eastside and Downtown Portland, and Latino and general/White populations (as learners and audience members), the project convenes now disparate parts of our community around the power of cinematic storytelling. As a process, it will move the Film Center nearer to inclusiveness, organizational relevance and, at some level, institutional bravery. It creates a mechanism for collecting, celebrating and disseminating stories with the potential to advance cross-cultural understanding. The "magnificent heroes" of our community are the inspiration.

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## Budget Narrative

### Budget Narrative

## BUDGET NARRATIVE - HEROES MAGNIFICO

### PERSONNEL

Project Management - NWFC. The Education Director (ED) will act as Project Director and oversee all aspects of the grant project. Responsibilities will include meeting budget and timeline targets, selecting and supervising teaching artists and coordinators, planning and scheduling workshop sessions, preparing project reports, working with evaluation personnel to develop project evaluation, and working with marketing/outreach staff to overseeing community outreach. The ED will work 10% of time for 24 months. Based on an annual salary with fringe benefits of \$77,000, the cost to the project will be \$7,700.

Grant Funds: \$0

Match: \$7,700

Equipment Manager - NWFC. The Equipment Manager (EM) will oversee all aspects of capital equipment purchasing, inventory control, circulation, maintenance and repair. This includes procuring and testing, and supervising other staff who prep, check out and check in the equipment. The EM will work 5% of time for 12 months. Based on an annual salary with fringe benefits of \$38,000, the cost to the project will be \$1,900.

Grant Funds: \$0

Match: \$1,900

Faculty Instructors - NWFC. The Faculty Instructors (2) will design and deliver the workshop curriculum, mentor the youth, and provide technical planning and support as needed to support the direct instruction. Each Faculty Instructor will teach (2) workshops of 30 hours each at an instructional rate of \$50 = \$3,000 x 2 instructors = \$6,000. Per workshop, they will also provide 15 hours of planning/evaluation and perform 25 hours of final editing at a rate of \$25 per hour = \$1,000 x 4 workshops - \$4,000.

Grant Funds: \$0

Match: \$10,000

Student Advising - NWFC. The Education Programs Manager (EPM) will work with individual participants to "register" them for workshop participation, gathering contact information and data on their backgrounds and interests. The EPM will coordinate with scholarship recipients on selecting classes and maintain their transcript. The EPM will work 3% of time for 12 months. Based on an annual salary with fringe benefits of \$35,000, the cost to the project will be \$1,750.

Grant Funds: \$0

Match: \$1,750

Technical Services - NWFC. The Education Services Coordinators (ESC) will schedule, reserve, prep, check in and check out equipment for the project (total of 50 hours over two years). They will also act as teaching assistants as needed (total of 120 hours over two years), and do the mastering required for submissions to Portland Community Media (30 hours over two years). The total number of hours over 24 months is 200. Based on an hourly rate of \$15 per hour (which includes fringe benefits), the total cost to the project is \$3,000.

Grant Funds: \$0

Match: \$3,000

PR & Marketing - NWFC. The PR & Marketing Manager (PMM) will generate press releases, post website copy, press screen finished films, project manage print materials about the project, and promote the project through social media. The PMM will work 5% for 12 months. Based on an annual salary with fringe benefits of \$36,000, the cost to the project will be \$1,800.

Grant Funds: \$0

Match: \$1,800

Graphic Design - NWFC. The Graphic Designer will generate project branding, print materials, web banners, electronic signage, webpage design, logos, and film titles. The GD will work 2% for 12 months. Based on an annual salary with fringe benefits of \$42,000, the cost to the project will be \$840.

Grant Funds: \$0

Match: \$840

Project Management - MILAGRO. The Executive Director (EXD) will reach out to Latino organizations, programs, individual leaders and grantmaking organizations throughout the project, inviting their engagement and creating relationships leading to youth recruitment, successful participation, and community outreach. The EXD will work 40 hours over the two year project. Based on an hourly rate of \$45 (which includes fringe benefits), the total cost to the project is \$1,800.

Grant Funds: \$0

Match: \$1,800

Artistic Direction - MILAGRO. The Miracle Artistic Director (MAD) will link the project to Milagro theatrical performances, including INTO THE BEAUTIFUL NORTH, helping to create the "Hero's Journey" aspect of the workshop curriculum, and match-making between the project and individual Latino educators, program managers, education programs, individual artists and individual youth. The MAD will work 40 hours over the two year project. Based on an hourly rate of \$40 (which includes fringe benefits), the total cost to the project is \$1,600.

Grant Funds: \$0

Match: \$1,600

Evaluation - MILAGRO. The Miracle Founding Director (MFD) will work with the Education Director (ED) and Faculty Instructors (FI) above to help generate and apply the evaluation processes and tools which will measure project impact on the youth participants, audiences and the community. The MFD will work 25 hours over the two year project. Based on an hourly rate of \$43 (which includes fringe benefits), the total cost to the project is \$1,075.

Grant Funds: \$0

Match: \$1,075

Total Personnel Cost: \$31,465

#### EDUCATION/TRAINING

None.

Total Education/Training Cost: \$0

#### TRAVEL

None.

Total Travel Cost: \$0

#### CONTRACTUAL

Color Correction - NWFC. The NWFC will hire a professional colorist to provide color correction services for each of the four cable access programs. The commercial value of service is \$500 per program x 4 programs = \$2,000. NWFC will receive a 50% discount from vendor, making the actual cost to the project \$1,000.

Grant Funds: \$0

Match: \$1,000

Sound Sweeten/Mix - NWFC. The NWFC will hire a professional sound studio to provide sound mixing services for each of the four cable access programs. The commercial value of service is \$180 per hour, or \$1,440 per program (8 hours) x 4 programs = \$5,760. NWFC will receive services at a discount of \$100 per hour, or \$800 per program (8 hours), making the cost to the project for 4 programs \$3,200.

Grant Funds: \$0

Match: \$3,200

Translations - NWFC. The NWFC will hire a professional translator to create Spanish-language sub-titles and credits for each of the four cable access programs @ \$250 per program = \$1,000.

Grant Funds: \$0

Match: \$1,000

Total Contractual Cost: \$5,200

#### EQUIPMENT

Cameras. (8) @ \$2,560 = Canon XA20 with batteries, HDMI to thunderbolt adapters, Nanuck 930-1001 cases, lens filters, screen covers.

Grant Funds: \$20,480

Match: \$0

Tripods. (8) @ \$200 = Manfrotto Compact Aluminum

Grant Funds: \$1,600

Match: \$0

Lights. (4) @ \$1,037 = Lowell 3-light kit, gels, power cables.

Grant Funds: \$4,148

Match: \$0

Audio. (4) @ \$900 = Sennheiser ew100-G3 wireless lav with case; (4) @ 345 = Zoom H4n recorder with case; (4) @ \$920 = Rode NTG-3shotgun; (8) @ \$65 = XLR cables, Rycote pistol grips.

Grant Funds: \$9,180

Match: \$0

Editing Stations. (5) @ \$2,200 = Macbook Pro 13" with FCPX, Avid, DragonFrame, carrying case. (note: one is assigned to the instructor)

Grant Funds: \$11,000

Match: \$0

Storage/Back-up. (5) @ \$130 = Western Digital Elements 2TB; (40) @ \$5 = Flash Memory cards.

Grant Funds: \$850

Match: \$0

Total Equipment Cost: \$47,258

#### INFRASTRUCTURE CONSTRUCTION

None.

Total Infrastructure Construction Cost: \$0

#### FACILITIES CONSTRUCTION

None.

Total Facilities Construction Cost: \$0

#### MISCELLANEOUS

Tuition/Scholarships - NWFC. The NWFC will provide (4) 100% scholarships @ \$1,125 = \$4,500, and (4) 100% scholarships at \$800 = \$3,200 to selected participants who wish to pursue continued study in film. The scholarships cover tuition, lab fees, equipment access and transcribing services for college-level courses in the NWFC School of Film.

Grant Funds: \$0

Match: \$7,700

Editing Software - NWFC. The NWFC will install Avid Media Composer software on (5) editing stations (described above).

Retail value of software is \$1,200 per unit = \$6,000. Discounted value of software is \$300 per unit = \$1,500. The difference (\$4,500) is being contributed by vendor Keycode Media. (note that Avid software is charged at \$300 per unit in grant fund request above)

Grant Funds: \$0

Match: \$4,500

Theatre Space - MILAGRO. Selected video stories will be screened before/after Milagro theatre performances on 8 nights in its Zocalo in SE Portland. Space rental per night is \$200 x 8 = \$1,600.

Grant Funds: \$0

Match: \$1,600

Film Screening Space - NWFC. Selected video stories will be screened in the NWFC Whitsell Auditorium on 8 nights in conjunction with various film exhibition programs. Space rental per night is \$200 x 8 = \$1,600.

Grant Funds: \$0

Match: \$1,600

Classroom Space - NWFC. The NWFC will provide meeting space and edit labs for (2) 30-hour workshops. Space rental per hour is \$25 x 60 hours = \$1,500.

Grant Funds: \$0

Match: \$1,500

Website/Vimeo Distribution - NWFC. The NWFC will host video stories on its website for 16 months @ proportionate cost of \$30 per month x 16 = \$480.

Grant Funds: \$0  
 Match: \$480  
 Total Miscellaneous Cost: \$17,380

**Statement of Matching Resources**

*A project will not be considered eligible for funding unless the applicant document the capacity to supply matching resources of at least 50 percent of the total project cost.*

*The Statement of Matching Resources is essential to understand which project costs identified in the Budget Narrative and the line Item Budget will be supported by the applicant organization and which project cost will be supported by Project Partners.*

**Resources contributed by NWFC**

- \* \$26,990 in Personnel:
    - \* \$7,700 in salary and fringe for the Education Director
    - \* \$1,900 in salary and fringe for the Equipment Manager
    - \* \$10,000 in salary and fringe for the Faculty Instructors
    - \* \$1,750 in salary and fringe for the Education Programs Manager
    - \* \$3,000 in salary and fringe for the Education Services Coordinators
    - \* \$1,800 in salary and fringe for the PR & Marketing Manager
    - \* \$840 in salary and fringe for the Graphic Designer
  - \* \$5,200 in Contractual
  - \* \$15,780 in Miscellaneous
- Total contribution from NWFC: \$47,970

**Resources contributed by MILAGRO**

- \* \$4,475 in Personnel:
    - \* \$1,800 in salary and fringe for the Executive Director
    - \* \$1,600 in salary and fringe for the Miracle Artistic Director
    - \* \$1,075 in salary and fringe for the Miracle Founding Director
  - \* \$1,600 in Miscellaneous
- Total contribution from MILAGRO: \$6,075



**Line Item Budget**

<b>Cost Category</b>	<b>Grant Funds</b>	<b>Match Amount</b>	<b>Project Total</b>
Personnel	\$0.00	\$31,465.00	\$31,465.00
Education and Training	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$5,200.00	\$5,200.00
Equipment	\$47,258.00	\$0.00	\$47,258.00
Infrastructure Construction	\$0.00	\$0.00	\$0.00
Facilities Construction	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$17,380.00	\$17,380.00
Overhead	\$0.00	\$0.00	\$0.00

Totals

\$47,258.00

\$54,045.00

\$101,303.00

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## Final Application Signature

Signature of Duly Authorized Representative	Bill Foster
Date	04/03/2015
Title	Director, Northwest Film Center
Phone	503-221-1156
E-mail	bill@nwfilm.org

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## Supplemental Material Attachments

File Name	Description	File Size
ELLEN THOMAS RESUME 2014.docx	Resume of Northwest Film Center Education Director (project director)	127 KB
FILMOGRAPHY OF COMPLETED PROJECTS.doc	Filmography of Completed NWFC Youth Projects	39 KB
MILAGRO BIOS.docx	Bios of Miracle Theatre Group key personnel	206 KB

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## Partner Commitment Letter(s)

File Name	Description	File Size
MILAGRO PARTNER LETTER.docx	Miracle Theatre Group Partner Letter	88 KB



## ELLEN SUMMERS THOMAS

ellen@nwfilm.org  
503 221 1156 x15

1219 SW Park Avenue  
Portland, OR 97205

**Education Director, Northwest Film Center (Portland Art Museum),** Portland, Oregon (1988- present).

Chief Administrator of the Center's **SCHOOL OF FILM**, one of the largest community-based film arts programs in the nation, and the statewide **YOUNG FILMMAKERS PROGRAM**, one of the nation's first and only statewide, artist residency-based, youth-focused programs for schools and community organizations.

### Primary Responsibilities:

Institutional Partnerships	Strategic Development
Program Design/Management	Media Arts Advocacy
Faculty/ Artist Recruitment	Personnel Management
Corporate and Foundation Support	Academic Policy

### Selected Major Achievements:

- **Global Classroom of the Portland International Film Festival**  
Integration of the Film Center's high visibility exhibition program with its expertise in K-12 outreach through free, school day screenings for high school students, many presented by visiting film directors. 2,000 students attended in pilot year.
- **Nuestra Vision, Nuestro Futuro:  
The Oregon Latino Youth Video Project**  
A four-year statewide outreach project of the Young Filmmakers Program integrating leading Northwest media-makers into the activities of Latino youth organizations and community colleges around the state. 2,000 copies in national distribution.
- **Media Arts Academy for Teachers**  
Graduate-level, week long professional development institute for K-12 educators, co-offered with Portland State University, devoted to supporting the integration of moving image media into the K-12 curriculum, now in its 13th year. 300+ teacher graduates.
- **The Certificate Program in Film**

Accredited 14 course sequence in filmmaking for those with long term personal goals in film, offered as a track within the open curriculum. Administered with higher ed institutional partners. Initiated in 1994. More than 500 individuals enrolled.

- THOMAS page 2-

- **National Visibility for Young Media-makers**  
Shorts, documentaries and animation produced through youth-focused artist residencies air in such venues as HBO, PBS, Student Academy Awards, MSNBC and film festivals worldwide (see below)

FILMOGRAPHY OF COMMUNITY PROJECTS (Selected)

Please see attached document

PREVIOUS EXPERIENCE

**The Electric Picture**, Portland, Oregon, an independent film/video production company (1983-1988 part-time).

Production of films, videotapes and multimedia programs for nonprofit and private sector clients. Research and development for independent theatrical feature film projects. Needs analysis, proposal writing, marketing, scripting, research, interviewing, still photography, budgeting, sound editing, video editing, master production scheduling, client relations, sub-contracting with special service providers, office management and bookkeeping.

Clients: Bonneville Power Administration, Columbia River Council of Girl Scouts, Oregon Health Sciences University, Murphy Timber Company, artist Tad Savinar.

**Curator/Guide, Architectural Preservation Museum**, Portland, Oregon, a project of the Junior League of Portland (1979-1983 part-time).

Coordination of the design, construction and public interpretation of revolving major exhibitions on Northwest architecture created by a troupe of 30 volunteers in the Old Town National Historic District, including panel copywriting, selection of items for display, scheduling and volunteer coordination. Design and delivery of tours for 6,000 students each year in conjunction with metro area schools and the Urban Tour Group.

**Staff Assistant, Washington County Historical Society, Hillsboro, Oregon (1980-1982 part-time).**

Assistance in preparation of grant requests to major corporations and foundations for \$600,000 capital fund drive chaired (honorary) by Oregon Governor Victor Atiyeh. Production of circulating audio-visual materials for the schools produced with Talented and Gifted students. Coordination of special field trips and a 3-day Folklife Festival event for schools and the general public.

**- THOMAS page 3 -**

**Intern, Center For Urban Education, an agency of Ecumenical Ministries of Oregon, Portland, Oregon (1978).**

Editorial, research, administrative and marketing assistance to The Ethnic History Project; coordination of workshop series on press relations for nonprofit organizations; research and grant writing assistance for documentary film projects.

TEACHING EXPERIENCE

**Graduate Teaching Fellow, Television and Film (Department of Speech), University of Oregon, Eugene, Oregon (1983-85 part time).**

Instruction of undergraduate courses in radio and television production, film history and public broadcasting, including evaluation of written and production assignments and leading of small group discussions

EDUCATION

**Master of Science, University of Oregon (Eugene, Oregon), 1985.**

Cum Laude. Television and Film (Department of Speech). *Graduate Teaching Fellow Award (full scholarship)*

**Bachelor of Arts, College of Wooster (Wooster, Ohio), 1978.**

Cum Laude. History (major) and Comparative Literature (minor).

## PROFESSIONAL ACTIVITIES

### Panels and Juries

**WOMEN IN FILM - PDX**, *Visions Grant Panelist*  
**MULTNOMAH COUNTY CULTURAL COMMISSION**, *Community Grants Panel*  
**PORTLAND IN :30 FILM FESTIVAL**, *Juror*  
**OREGON SMALL SCHOOLS FILM FESTIVAL**, *Juror*  
**MOUNT HOOD CABLE REGULATORY COMMISSION**, *Community Access Grants*  
**WASHINGTON STATE ARTS COMMISSION**, *Arts In Education Roster*  
**IDAHO COMMISSION ON THE ARTS**, *Grants to Artists*  
**NATIONAL ENDOWMENT FOR THE ARTS**, *Challenge America Grants*  
**OREGON ARTS COMMISSION**, *Arts Build Communities and Arts In Education*  
**REGIONAL ARTS & CULTURE COUNCIL**, *Project Grants*  
**REGIONAL ARTS & CULTURE COUNCIL**, *Portland City Hall Public Art Competition*  
**HOMETOWN VIDEO FESTIVAL**, *Documentary Competition*

- THOMAS page 4 -

### Task Forces and Advisory Committees

**OREGON ARTS LEADERSHIP EXCHANGE**, *Member, Portland cohort*  
**OREGON SESQUICENTENNIAL FILM FESTIVAL**, *Marylhurst University*  
**RIGHT BRAIN INITIATIVE**, *Program & Evaluation Committee, Regional Arts & Culture Council*  
**PORTLAND PUBLIC SCHOOLS ARTS ARTICULATION COMMITTEE**  
**OLD TOWN HISTORY PROJECT**, *Planning Committee*  
**GOVERNOR'S OFFICE OF FILM & TELEVISION**, *Higher Education Committee*  
**OREGON DEPARTMENT OF EDUCATION**, *Arts-Industry Task Force*  
**PORTLAND DEVELOPMENT COMMISSION**, *Creative Services Initiative*  
**PORTLAND COMMUNITY COLLEGE VIDEO INTERNSHIP PROGRAM**,  
*Advisory Committee*  
**VANCOUVER SCHOOL OF ARTS & ACADEMICS**, *Advisory Committee*  
**AURORA COLONY HISTORICAL SOCIETY**, *Advisory Committee*

### Conference Presentations

**OREGON ARTS EDUCATION CONGRESS**, *Annual Statewide Conference*  
**TEACHING MEDIA LITERACY** *Regional Conference, Seattle*  
**OREGON AGENDA FOR CHILDREN, YOUTH & FAMILIES** *Annual Conference*

**NATIONAL ALLIANCE OF MEDIA ARTS & CULTURE** *Annual Conference*  
**IDAHO COMMISSION ON THE ARTS,** *Media Arts Discipline Conference*

**Specific Focus on Oregon Film History**

**OREGON ENCYCLOPEDIA PROJECT,** *series of entries about early Oregon filmmaking (proposed)*

**OREGON MOVIES A TO Z,** *guest blogger*

**OREGON SCREEN MONTHLY,** *series of articles about early Oregon filmmaking*

**OUR TOWN MAGAZINE,** *feature article about early director Lewis Moomaw*

**OREGON PUBLIC BROADCASTING,** *guest on Oregon Considered radio program*

**OREGON HISTORICAL QUARTERLY,** *Cover article, "Scooping The Local Field: Oregon's Newsreel Industry 1911-33" (based on Masters Thesis)*

**POPULAR CULTURE ASSOCIATION** *Annual Meeting, Louisville, Kentucky*

**PERSONAL INTERESTS**

Travel to The Netherlands, Ireland, Brasil, China, New Zealand, Australia, Vietnam

Amateur Artisan Sea Salt Maker

Inveterate City Walker

**Northwest Film Center  
YOUNG FILMMAKERS PROGRAM**

**ELLEN S. THOMAS  
Education Director (Project Director)**

FILMOGRAPHY OF COMPLETED PROJECTS (Selected)  
with partners and recognition

**PROJECT VIEWFINDER** (2013, 2014), the world of homelessness is illuminated through short personal films created by transitioning street youth, created in partnership with New Avenues For Youth, P:ear, SMYRC and Outside In, *funded by 150 individual contributors.*

**POWER IN MOTION** (2013), teens from Caldera's teen mentoring program respond to the Portland Art Museum exhibition CARRIE MAE WEEMS: THIRTY YEARS OF PHOTORAPHY & VIDEO by using camera framing, lighting and movement to explore themes of identity, power and space.

**MAPPING ME, MAPPING YOU** (2013), 4th and 5th grade students at Whitman Elementary in SE Portland use stop motion animation techniques to create and animate living maps of their lives, as part of the Right Brain Initiative, *funded by Regional Arts & Culture Council and Portland Public Schools*

**THRIVE!** (2012 and 2013), NW Portland Area Indian Health Board, short films about healthy lifestyle and social choices by Indian teens as part of national youth leadership development conference, slated to become part of an online curriculum, ITS YOUR GAME, *funded by NWPAIHB.*

**CINEMA IN THE CITY** (2012 and 2013), University of Oregon Cinema Studies Program, interpreting the many faces of a city using the traditional method of shooting and hand-processing 16mm film, co-offered summer session course.

**PATHWAYS OUT OF POVERTY** (2012), infomercials about nutrition and healthy eating habits by youth in the LearnLinks Program of Human Solutions in Outer SE Portland, where it debuted October 2012.

**LINCOLN COUNTY YOUTH FILM PROJECT** (2007-2012), Lincoln County District Attorney's Office and Partnership Against Alcohol and Drug Abuse (PADDA), series of prevention videos created by high school students in Siletz, Toldeo, Lincoln City and Newport, premiered at Lincoln County Prescription Drug Abuse Summit, *funded by the Lincoln County District Attorney's Office*

**ART: PDX** (2011), Metropolitan Learning Center, in-studio profiles of local artists and their creative practices, *funded by the Regional Arts & Culture Council*

**TAKING THE PULSE OF AN ACTIVE VOLCANO** (2010), Vancouver School of Arts & Academics and Mount St. Helens Institute, short programs for the Mount St. Helens Visitor Center, *funded by the MJ Murdoch Charitable Trust*

**UNIVERSITY OF HOPE: THE KRUMP DOCUMENTARY** (2010) Oregon Youth Authority and MacLaren Juvenile Correctional Facility, how this form of ghetto ballet is transforming the lives of incarcerated young men, *funded by Oregon Youth Authority*

**NATIVE TRUTH FILM PROJECT** (2009), Northwest Portland Area Indian Health Board, tobacco prevention short films and psa's distributed to 46 Northwest tribes, *funded by American Legacy Foundation*

**SECOND CHANCE** (2008), Multnomah County Department of Juvenile Community Justice and Worksystems, Inc., how teen recidivism and workforce development are connected, *funded by Oregon Youth Authority and Multnomah County Percent for Art Project, screened at national Public Art & Juvenile Justice conference*

**METHAMPHETAMINE AWARENESS PROJECT** (2002-2006), Oregon Partnership, Inc., series of prevention videos created by high schools in Yamhill County, Oregon, *funded by Center for Substance Abuse Prevention, part of national prevention curriculum*

**THE CIRCLE IS ROUND** (2006), Columbia River Council of Girls Scouts Girls Beyond Bars Program, growing up with an incarcerated mother, *funded by Oregon Community Foundation, part of Washington State Department of Education Children of Incarcerated Parents curriculum*

**SERVICE LEARNING CENTER** (2006-2009), Lincoln High School, series of short documentaries profiling the good work of local community organizations, created through an after-school program in our facility, *funded by the National Endowment for the Arts, Mount Hood Cable Regulatory Commission*

**PROJECT ERASE** (2006), Outside In Teen Homeless Shelter and Lincoln High School students (see above), stories of those who leave the marks behind to get a new life, *Seattle International Film Festival*

**NUESTRA VISION, NUESTRO FUTURO: THE OREGON LATINO YOUTH VIDEO PROJECT** (2000-2005), Oregon Council on Hispanic Advancement, series of five films about what its like to grow up Latino in Oregon today, *funded by John D. & Catherine T. MacArthur Foundation, Oregon Arts Commission, Mount*

*Hood Cable Regulatory Commission, and Henry Lea Hillman Foundation, Inc., noted resource in proposed Rand McNally textbook for ELL students*

**BLUE CHRISTMAS** (2001), New Avenues for Youth, Inc., the misconceptions behind teen homelessness, *featured on MSNBC story about homelessness*

**ALIEN INVADERS** (1997), Cleveland High School, creative documentary on the looming threat to biodiversity, *in international distribution with Films For the Humanities*

**MEASURE 11: THE LAW & ITS CONSEQUENCES** (1997) Multnomah County Department of Juvenile Justice, teens in the system look at what the law really means, *screened at multiple state and national juvenile justice conferences*

**SALMON STORY** (1996), Cedar Oak Elementary School, animated tale of the salmon lifecycle, *screened at the Kennedy Center for Arts Education, in front of the Oregon State Legislature, numerous national education conferences, part of Montana Natural History Center's Watershed Education Kit, "Best of Festival" World Population Film & Video Festival, on permanent display at the Oregon Zoo*

**MY FAMILY, MY CULTURE** (1995) Lane Middle School, neighborhood families share stories of how culture and tradition is maintained through immigration and assimilation. *Screened to PPS teachers as model community project*

**WHERE IS MY HOMELAND NOW?** (1994) International Refugee Center of Oregon and Oregon Folk Arts Program, personal profiles of coming to the USA, *screened at Amnesty International conference and American Anthropological conference*

**QUICK TO COME UP & SLOW TO RESPECT** (1992), The Private Industry Council Step-Up Program, inner-city troubled youth describe their challenges, *debut screening with guest of honor NEA Chairman Jane Alexander*

**THE HIDDEN CITY**, Cleveland High School (1991), a look at the wealth of natural wildlife in our urban area, *North American Association for Environmental Education Environmental Film Festival, Tom McCall Award for Community Service, broadcast on Oregon Public Television*

**LOST ANGELS: THE WAY WE LIVE** (1991), Outside In and Portland Art Museum's Art On the Edge series (1991), homeless teens speak out, *NY National High School Festival Award, national ABC broadcast "Teen Spirit" (National Council of Churches)*

**RESTORING C. S. PRICE** (1990), Pendleton High School and the Arts Council of Pendleton, the life and legacy of a Northwest WPA artist, *American Association of Museum's Muse Award Competition Award*



**CASCADE WATERSHED: THE SANDY RIVER BASIN** (1989), Cleveland High School, the natural history of a major tributary, *NY National High School Festival* , *17th Young Peoples Film & Video Festival*

**KIDS ON THE STREETS** (1989), Grant High School, social studies students talk to their homeless peers about why they have run away, *17th Young People's Film & Video Festival*

## Miracle Theatre Group / Milagro - Principal Personnel

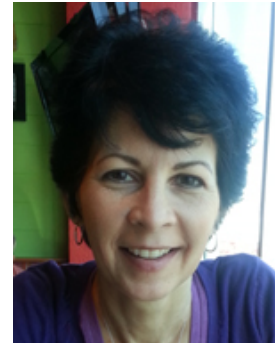
### **José Eduardo González, Executive Director & Founder**

José's background includes ten years as a freelance scenic designer working in Oregon and California, forming his own scenic design company designing and building theatrical productions and special events throughout South Texas. He founded Miracle Theatre Group in 1985 with his wife, Teatro Milagro Artistic Director Dañel Malán. For Miracle, he has designed over 25 productions for the company, including most recently, **Oyá: Call the Storm** (2008) and **Lorca in a Green Dress** (2004). González holds an MFA in Theatre Arts from UCLA and a BA in Humanities with an emphasis in Philosophy and Arts History from the University of Santa Clara. He has studied in Vienna and traveled through Europe and the Middle East. In 1997, González was recognized as a Community Treasure by TACS-PGE/Enron. He has also received awards for "Outstanding Contribution to the Hispanic Community" from IMAGE of Washington County, 1992, and a Dramalogue Award for Excellence in Set Design for *The Hostage*, 1983. Under the pseudonym Martín Milagro, he has written five full-length plays produced by the Miracle Theatre: *Maria's Magic Christmas* (1989); *Un Christmas Cuento* (1991); *¡Cuentos!* (1992); *La Canción de Libertad* (1993); and *Chavez* (1996). He has also penned two Spanish-language screenplays: *Solución Familiar* and *Adios Tristeza* for Washington County Aging Services. González has served as an Adjunct Assistant Professor in Theatre Arts and Chicano/Latino Studies departments of Portland State University, and as a Visiting Arts Administration Specialist for the United States Information Agency, 1995 & 1996, conducting workshops in arts administration and fundraising with organizations in Guatemala, Honduras and El Salvador.



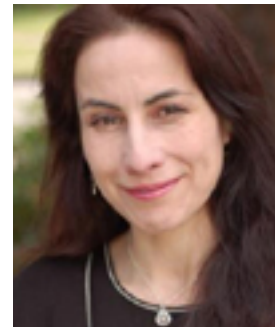
### **Dañel Malán, Teatro Milagro Founding Director**

Dañel Malán received her BA in Theatre Arts from the University of California, San Diego. After co-founding the Miracle Theatre with husband, José González, Malán created the bilingual program of Teatro Milagro. Since 1989, she has produced and managed Milagro's touring productions, and is creator of "The Art of Science" an environmental arts-integrated curriculum and "Journeys", a tolerance teaching curriculum; and C.D.S., cultural diversity training. Additionally, Malán researches and develops all script ideas and works with playwrights, directors, composers and choreographers for the creation of each production. As part of the creative team, Malán has written, directed, costumed and performed in many Teatro Milagro productions. As a playwright her works include *El Último*, an eco-drama set in Patagonia, *ZAPATISTA*, the story of SubComandante Marcos and *FRIDA un retablo*, a surrealist vision of one of Mexico's greatest artists.



### **Olga Sanchez, Miracle Artistic Director**

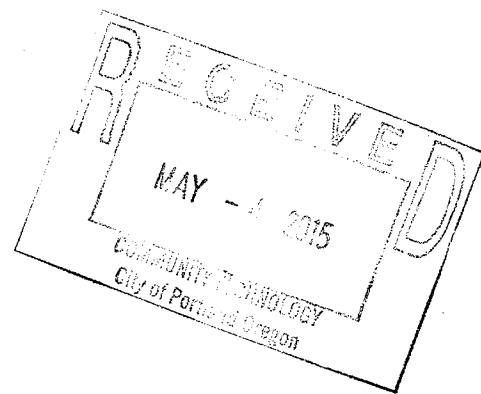
Olga is an actor, director, writer and educator. A graduate of Hunter College, C.U.N.Y., her directorial work has been seen in Portland, Seattle, NYC, Martha's Vineyard, Peru, Venezuela and Cuba. She served as Co-Artistic Director of the People's Playhouse in New York City, and Artistic Director of Seattle Teatro Latino, and was a founder of La Casa de Artes, a Seattle-based non-profit organization dedicated to celebrating the beauty of Latino arts and cultural heritage. She holds an MA in Human Development, specialization in Bicultural Development, from Pacific Oaks College NW. In 2005, she received a Portland Drama Critics' DRAMMY award for Excellence in Direction for Miracle's production of *Lorca in a Green Dress* by Nilo Cruz. She is a founding member of Portland-based Latino writers group Los Portefños, and currently serves on the Executive Committee for Theatre Communications Group's Board of Directors. She is on the Steering Committee for the Oregon Latino Agenda for Action, a member of the Greater Portland Vancouver Indicators Diversity and Arts & Culture committees, and a graduate of the Hispanic Metropolitan Leadership Program.



# MILAGRO

AUTHENTIC • VIBRANT • PROVOCATIVE

April 27, 2015



Mount Hood Cable Regulatory Commission  
111 SW Columbia, Suite 600  
Portland, Oregon 97201

Re: Community Technology Grant Application of Northwest Film Center

Dear MHCRC:

We are delighted to be partnering with the Northwest Film Center on the proposed *Heroes Magnificos* video project. Engaging Latino youth in self-expression through the arts, and celebrating Latino voices on stage and screen are at the core of our mission. Based on our previous collaboration, *Historias de Objetos*, we have every reason to believe that this project will continue to create mutually beneficial relationships which can ultimately reduce disparities and enrich cross-cultural understanding in our community.

I have reviewed the Budget Narrative and Statement of Matching Support being submitted with the grant application. I am happy to confirm our participation as outlined. Specifically, as match for the grant, we will provide:

- \* \$4,475 in Personnel:
  - \* \$1,800 in salary and fringe for the Executive Director
  - \* \$1,600 in salary and fringe for the Artistic Director
  - \* \$1,075 in salary and fringe for the Founding Director
  
- \* \$1,600 in Miscellaneous (theatre space)

Total contribution from MILAGRO: \$6,075

This grant program is a huge asset to the community and we appreciate very much being able to participate in this way. We look forward to sharing our success with you as this project unfolds.

Sincerely,

Jose Gonzalez  
Executive Director

## Founders

José Eduardo González  
*Executive Director*  
Dañel Malán  
*Founding Director*

## Board of Directors

John Rodarte, *President*  
Antonio Carrillo, *Treasurer*  
Judi Ranton, *Secretary*  
Ana Consuelo Matiella  
Mari Bartoo Jacobson  
John Spezza  
Tom Chester  
Erin Dawson

## Staff

Olga Sanchez  
*Artistic Director*

Julieth Maya Buri  
*Marketing Director*

Estela Robinson  
*Production Manager*

Alida Wilson-Gunn  
*Associate Artistic Director*

Sarah Fitzsimmons  
*Development Associate*

Rochelle Muzquiz  
*Executive Assistant*

Eric Lyness  
*Technical Director*

Vicente Guzmán-Orozco  
*Marketing Assistant*

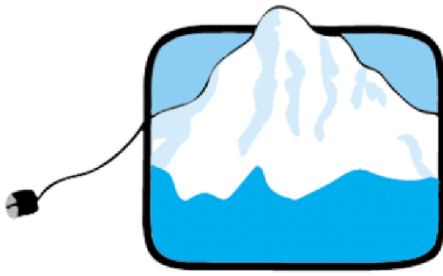
Ajai Tripathi  
*Production Assistant*

## Affiliations

Theatre Communications Group  
National New Play Network  
Hispanic Metropolitan Chamber  
Coalition for Communities of Color  
Business for Culture and Arts  
Small & Mid-sized Arts Coalition  
Portland Area Theatre Alliance  
Natl. Assoc. of Latino Arts & Culture  
OYE, Opciones y Educación

425 SE 6th Ave., Portland, OR 97214 • 503-236-7253 phone • 503-236-4174 fax • [www.milagro.org](http://www.milagro.org)

Providing extraordinary Latino theatre, culture and arts education experiences  
for the enrichment of all communities



## MT. HOOD CABLE REGULATORY COMMISSION

111 SW Columbia St., Suite 600 • Portland, OR 97201

Phone: (503) 823-5385 • Fax (503) 823-5370

www.mhrc.org

Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village

### **COVER SHEET – AGENDA ITEM #C3**

For Commission Meeting: May 18, 2015

“Community Technology Grant Agreement: MetroEast Community Media”

#### **Recommendation**

Staff recommends that the Commission approve the 2015 Community Technology Grant agreement with MetroEast Community Media for \$25,827.

#### **Background**

At the January 26 meeting, the Commission selected 12 Pre-Applications to invite to apply for funding. Following the Commission’s decision, MHCRC staff engaged all 12 applicants in a process to complete full grant applications and contracts.

MHCRC staff has reached agreement on a full grant application and contract with MetroEast Community Media and recommends approval at the May meeting (draft contract attached). The purpose of MetroEast’s *Wood Village in Action* project is to provide residents of Wood Village with greater access to Wood Village City Council government through live video coverage of Council meetings. There are no significant changes to the final application and the grant request came in \$12,623 under budget.

The Commission approved two grant contracts at its March meeting. Seven contracts are presented at the May meeting for Commission consideration. Staff is working with the remaining three applicants to complete final applications in preparation for the June Commission meeting.

Attachment: Draft Community Technology Grant Agreement (1)

Prepared By: Rebecca Gibbons  
May 12, 2015

## AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT

This Agreement is between the Mt. Hood Cable Regulatory Commission (Commission), through the Office for Community Technology (OCT), and MetroEast Community Media (Grantee) (together referred to as the "Parties").

### RECITALS:

This Agreement is entered into for the purpose of providing the Commission's 2015 grant funds for the Grantee's Wood Village in Action Project.

### AGREEMENT:

#### 1. Grant Amount, Use of Grant

Grantee is awarded a total amount of \$25,827 for specific capital costs related to the Grant project. Grantee shall use the Grant funds exclusively for the purposes outlined in its Grant Application (the "Grant"). The Grant Application is attached to this Agreement as Attachment 2. Grantee shall not use the Grant funds for any other purpose than that set forth in Attachment 2.

#### 2. Project Manager

The Commission's Project Manager shall be Rebecca Gibbons or such other person as shall be designated in writing by the OCT Director.

#### 3. Payments

Upon submission of an invoice from Grantee, and upon certification by the Project Manager that the invoice is in accordance with this Agreement, the Commission shall pay to the Grantee \$25,827 as specified in the invoice within thirty (30) days after receipt of the invoice. The invoice shall be on Grantee's letterhead and signed and dated by an authorized representative of Grantee. The invoice shall include an invoice number, the title of the Grant project and the total grant amount authorized by the Grant. If the Project Manager finds that the invoice is not in accordance with this Agreement, the Project Manager shall notify the Grantee of the reason(s) for the disallowance and non-payment.

Grantee shall account for the Grant funds separately in its books of accounts and charge only Grant-related expenditures to the Grant account. Grantee will not commingle any assets that result from this Grant with the Skanner News Group nor use any assets that result from this Grant for corporate purposes of the Skanner News Group.

All expenditures made from Grant funds for Grant project capital costs must be made at least thirty (30) days prior to the expiration of this Agreement.

Grantee shall repay to the Commission, within thirty (30) days of the expiration date of

this Agreement, any Grant funds that have not been expended for Grant purposes.

4. Financial Records

Grantee shall account for the Grant funds separately in its books of accounts and charge only Grant-related expenditures to the Grant account.

Grantee agrees to keep accurate and complete financial records that will enable the Commission to easily determine the use of Grant funds and the allocation method of Matching Funds committed by Grantee and Project Partners in the Grant for the project.

5. Reports

Grantee shall submit Interim Reports and a Final Report (collectively referred to as 'Report(s)' herein) to the Project Manager using the Commission's online grants management system. The Reports shall include both programmatic and financial information as established by the Commission. A sample of Report information is attached to this Agreement as Attachment 1. For a Report to be accepted by the Project Manager, the Grantee shall document and clearly describe the progress of the grant in accordance with the reporting schedule defined below.

Interim Reporting periods are June 1, 2015 through December 31, 2015 and January 1, 2016 through December 31, 2016. Interim Reports are due within thirty (30) days of the end of each reporting period. Grantee shall submit a Final report thirty (30) days after the project end date of June 30, 2017 summarizing the activities and accomplishments of the entire Grant.

Interim and Final Reports shall include an accurate and complete financial status report of Grant fund and Matching fund expenditures and include copies of receipts or other evidence of payment for actual grant funded capital costs incurred by Grantee related to the Grant. The Project Manager, at her/his sole discretion, may require additional programmatic information or financial documentation of Grant project expenditures.

Grantee shall immediately provide notice in writing by electronic mail to the Project Manager when Grantee anticipates or realizes any deviation in the Grant project which may result in Grantee's inability to complete the Grant project as originally submitted and approved by the Commission.

Grantee shall also provide other financial or program reports as the Commission deems reasonably necessary or appropriate. Grantee shall make its books, general organizational and administrative information, documents, papers and records that are related to this Agreement or Grantee's performance of services related to this Agreement available for inspection by the Project Manager or other Commission representatives during reasonable business hours following five (5) business days advance written notification from the Project Manager.

6. Project and Fiscal Monitoring

The Commission and the Project Manager shall monitor the Grantee's performance on an as needed basis to assure compliance with this Agreement. Such monitoring may include, but are not limited to, on site visits at reasonable times, telephone interviews and review of required reports. Monitoring will cover both programmatic and fiscal aspects of the Grant. The frequency and level of monitoring will be determined by the Project Manager. Grantee shall remain fully responsible at all times for performing the requirements of this Agreement.

7. Audit

Because grant funds are derived from the cable franchises, the cable companies may conduct a financial review or audit of Grantee for the purpose of verifying whether use of capital grant funds is in accordance with the requirements of cable franchises related to use of capital grant funds. If the MHCRC receives notice from a cable company in accordance with the terms of the cable franchises of such audit or review, the Commission's Project Manager shall notify Grantee within 5 business days of receiving the notice, and shall identify to Grantee the relevant financial records of Grantee that the cable company seeks to review. The scope of such audit or review of Grantee shall be consistent with the terms of the applicable cable franchise. Grantee agrees to make such relevant financial records available to cable company's authorized representative for inspection and copying. Such records shall be reviewed during normal business hours at a time and place made available by Grantee. The Commission's Project Manager shall promptly provide Grantee with written notice of the audit or review's conclusions.

8. Publicity

Any publicity regarding the project shall indicate that the project was made possible by a Grant from the Commission through funds provided by the cable companies. Grantee shall notify the Project Manager before releasing information about the Grant to the press or other news media. The Commission may include information regarding the Grant in periodic public reports.

9. No Other Obligations/Complete Agreement

Grantee acknowledges that, except for the Grant, the Commission has no obligation to provide, and the Commission has not led Grantee to believe in any way (whether expressly or by implication) that the Commission will provide any additional or future assistance, financial or otherwise, either to Grantee or for the Grant project.

This Agreement contains the complete agreement of the parties. This Agreement may not be assigned, nor may any of the Commission's rights be waived, except in writing signed by a duly authorized representative of the Commission. The Commission may specifically enforce, or enjoin a breach of, the provisions of this Agreement, and such rights may be freely assigned or transferred to any other governmental entity by the Commission.

10. Representations

Grantee represents that it has full power and authority, and has obtained all necessary approvals, to accept the Grant, to carry out the terms of the Grant and this Agreement, and to conduct the Grant project in compliance with all applicable laws.

11. Indemnification

Grantee shall hold harmless, defend, and indemnify the Commission and the Commission's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Grantee's work or any of Grantee's contractors work under this Agreement.

12. Compliance with Laws

The Commission and Grantee agree to comply with all applicable local, state and federal laws and regulations that apply to the subject matter of this Agreement.

13. Amendment

The Project Manager is authorized to amend the terms and conditions of this Agreement, provided such changes do not increase the Grant amount or the Commission's financial risks or change the purpose of the Grant. If approved such amendments shall only be effective if in writing, and signed by duly authorized representatives of both Parties. Any change in the amount of the Grant funds or the financial risks under this Agreement must be approved by vote of the Commission.

14. Term of the Agreement

This Agreement becomes effective upon the date of the last signature by a party. The term of this Agreement is through, and including, August 31, 2017.

15. Early Termination of Agreement

This Agreement may be suspended or terminated prior to the expiration of its term by:

- (a) Written notice provided to Grantee from the Commission before any obligations are incurred;
- (b) Mutual written agreement of the Parties.

Upon termination, Grantee shall return to the Commission the full amount of Grant funds paid by the Commission to the Grantee for the Grant project.



16. Material Failure to Perform

The Project Manager may terminate this Agreement after determining that Grantee has failed to comply with any material term or condition of this Agreement. The Project Manager shall give Grantee written notice of the intent to terminate this Agreement, identifying the reasons for such action.

If Grantee fails to remove or otherwise cure the material failure within thirty (30) days of the written notice of termination, or if Grantee does not undertake and continue efforts satisfactory to the Commission to remedy the failure, then the Commission may, at its sole discretion, require Grantee to refund to the Commission any amounts improperly expended, any unexpended amounts or the full amount of Grant funds paid by the Commission to Grantee for the Grant project in compliance with the terms and conditions of this Agreement.

17. Suspension of Work

The Project Manager may at any time give notice in writing, by electronic mail, to Grantee to suspend work and expenditure of funds provided under this Agreement. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Grantee shall promptly suspend work and expenditure of funds to the extent specified. During the period of the suspension Grantee shall properly care for and protect all projects in progress including materials, supplies, and equipment that are on hand for performance of the Grant. The Project Manager may, at any time, withdraw the suspension of work as to all or part of the suspension in written, by electronic mail, notice to Grantee specifying the effective date and scope of withdrawal. Grantee shall then resume diligent performance of the work. In no event shall Grantee be entitled to any incidental or consequential damages because of suspension.

The causes for suspension of work include, but are not be limited to, Project Manager's concerns about Grantee's ability to complete the Grant in accordance with this Agreement or any other non-compliance with the Agreement.

18. Non-Discrimination

In carrying out activities under this Agreement, Grantee shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. Grantee shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, marital or economic status, familial status, national origin, sexual orientation, disability or source of income. In regard to carrying out activities under this Agreement, Grantee shall further not arbitrarily refuse to provide services to any person and shall

not discriminate in offering services on the basis of race, color, religion, age, sex, marital or economic status, national origin, sexual orientation, disability or source of income.

19. Severability

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be considered stricken.

20. Choice of Law and Choice of Forum

This Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Commission and Grantee arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

21. Survival

As of the date of termination of this Agreement, any pre-existing unresolved claim or dispute by either Party, including but not limited to, money owed, performance due, or any other obligations of the Parties, that is the result of the other Party's performance or non-performance, will, by their terms, survive termination of this Agreement and will be resolved in accordance with the terms and conditions of this Agreement. All indemnity and unperformed obligations will survive termination of this Agreement. The obligation under Section 5 to submit a Final Report shall also survive termination of this Agreement.

22. Assignment

This Agreement or any interest therein may not be assigned or subcontracted without the prior written consent of the Project Manager. In the event of transfer without prior written consent, the Commission may refuse to carry out this Agreement with either the transferor or the transferee and yet retain and reserve all rights of action for any breach of contract committed by Grantee.

Notwithstanding Grantee's use of any subcontractor for performance of this Agreement, Grantee shall remain obligated for full performance hereunder, and the Commission shall incur no obligation other than its obligations to Grantee under this Agreement. Grantee agrees that if subcontractors are employed in the performance of this Agreement, the Grantee and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

23. Electronic Means

The parties agree the Commission and Grantee may conduct this transaction, including any contract amendments, by electronic means, including the use of electronic signatures.

24. Notice

Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express), or (4) email addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the Commission:

Attn: Rebecca Gibbons, Project Manager:  
Office for Community Technology  
Mt. Hood Cable Regulatory Commission  
111 SW Columbia St., Suite 600  
Portland, Oregon 97201  
Email: [rgibbons@mhcrc.org](mailto:rgibbons@mhcrc.org)

If to Grantee:

Attn: Rob Brading, Chief Executive Officer  
MetroEast Community Media  
829 NE 8<sup>th</sup> St.  
Gresham, OR 97030  
Email: [rob@metroeast.org](mailto:rob@metroeast.org)

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail as aforesaid, one (1) business day after shipment by commercial air courier as aforesaid or the same day an email transmission is sent (or the first business day thereafter if sent on a Saturday, Sunday or legal holiday).

AGREEMENT FOR COMMUNITY TECHNOLOGY GRANT: Wood Village in Action

**GRANTEE SIGNATURE:**

**GRANTEE: METROEAST COMMUNITY MEDIA**

BY: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MT. HOOD CABLE REGULATORY COMMISSION SIGNATURES:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mt. Hood Cable Regulatory Commission Chair

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mt. Hood Cable Regulatory Commission Attorney

## **SAMPLE INTERIM REPORT INFORMATION**

### **OUTCOMES ACTIVITES AND PROGRESS**

Describe project activities that focus on the intended outcomes and/or progress made toward the outcomes. Provide both quantitative and qualitative details as they relate to an activity.

### **LEARNINGS AND EVALUATION**

Summarize the key evaluation steps completed or underway. What are the primary lessons learned thus far about the project? Have you had any course corrections or adjustments to your project based on learnings thus far? How might these learnings impact project implementation in the next Reporting Period?

### **IMPLEMENTATION SUCCESSES AND CHALLENGES**

By using the project's original implementation plan/timeline (included in Attachment 2 to the Grant Agreement, The Implementation Plan), provide a mark-up of the plan indicating the status of your project in relation to the original plan/timeline by adding a "status" column to your activities list.

Describe any anticipated and unanticipated successes and challenges.

### **EXPENDITURE DETAIL**

Provide a line item accounting, in context of the original grant budget, of the expenditures incurred during the Reporting Period; including both Grant fund and Matching fund expenditures.

Provide a clear narrative of the expenditures incurred for each line item identified above.

Provide a clear explanation of any expenditure that substantially differs from the original Grant budget.

Provide copies of receipts or other documentation for actual grant funded capital costs incurred during the reporting period by Grantee related to the Grant.

### **WORK SAMPLES**

Periodically, the MHCRC will use photos and videos (with permission) on our website to highlight the work of the organizations we support. Please send us photos or videos that illustrate the impact of the grant project in the community. (By sharing photos or videos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the MHCRC's stakeholders and broader audiences.)

# **SAMPLE FINAL REPORT INFORMATION**

## **RESULTS**

Describe the significant project activities that took place throughout the life of your project and how these activities contributed to the realization of the original project purpose and outcomes. (As applicable, please quantify your results as they related to your original project outcomes, i.e. numbers of people served, the demographics of those served, the number and type of content created, the number/type of classes/programs offered, etc.)

Outline your evaluation process, including evaluation tools and methods. Detail the results of your evaluation.

Do you have a testimonial story to tell that captures the essence of the project's impact? (Where anonymity is required, please use pseudonyms.)

## **REFLECTIONS**

What did you learn about the problem or issue you were trying to address?

What did you learn about the population served?

What factors contributed to your success?

What, if any, were the significant challenges encountered? How did you address both anticipated and unanticipated challenges in the course of the project?

## **EXPENDITURE DETAIL**

Provide a line item accounting, in context of the original grant budget, of the expenditures incurred during the Project term; including both Grant fund and Matching fund expenditures.

Provide a clear narrative of the expenditures incurred for each line item identified in Step 1.

Provide a clear explanation of any expenditure that substantially differs from the original Grant budget.

Provide any remaining copies of receipts or other documentation for actual grant funded capital costs incurred by Grantee related to the Grant since the last reporting period.

## **SUSTAINABILITY**

Will the project/program continue beyond the term of this Grant? If so, what are your next steps and plans for continuing or changing the project/program?

## **WORK SAMPLES**

Periodically, the MHCRC will use photos and videos (with permission) on our website to highlight the work of the organizations we support. Please send us photos or videos that illustrate the impact of the grant project in the community. (By sharing photos or videos, you acknowledge that any and all material you are providing has been obtained with appropriate signed media releases and may be shared with the MHCRC's stakeholders and broader audiences.)

Grant Agreement -- Attachment 2



Application

00069 - 2015 Community Technology Grants

00233 - Wood Village In Action

Community Technology Grants

Status: Submitted  
Original Submitted Date: 04/16/2015 10:03 AM  
Last Submitted Date: 04/23/2015 2:30 PM

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## Primary Contact

<b>Name:</b>	Mr.	Rob		Brading
	Salutation	First Name	Middle Name	Last Name
<b>Email:</b>	rob@metroeast.org			
<b>Phone:*</b>	503-667-8848		318	
	Phone		Ext.	
<b>Title:</b>	Chief Executive Officer			

---

## Organization Information

<b>Name:</b>	MetroEast Community Media		
<b>Organization Type:</b>	Non-Profit Entity		
<b>Address:</b>	829 NE 8th St		
<b>City*</b>	Gresham	Oregon	97030
	City	State/Province	Postal Code/Zip
<b>Phone:</b>	503-667-8848		

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## Executive Summary

### Executive Summary

*The Executive Summary is your opportunity to introduce your project (please limit to one page).*

MetroEast Community Media's *Wood Village in Action* project will provide the residents of Wood Village with greater access to their local government by installing a robotic camera system in the Wood Village Council Chambers. Over the years, the Wood Village Council has watched how other Councils have used live coverage of their meetings to engage the public and have come to support the community benefits that come with live meeting coverage. The robotic camera system funded by this grant would enable MetroEast to provide live coverage of City Council and Planning Commission meetings as well as other community meetings and gatherings.

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## Project Narrative

<b>Total Grant Funds:</b>	\$25,827.00
<b>Total Match Funds:</b>	\$25,827.00
<b>Total Funds:</b>	\$51,654.00
<b>Cable System Technology Use</b>	Community Access Channels
<b>Proposed Technology</b>	Video production equipment
<b>Public Benefit Area</b>	Improving Community Involvement
<b>Project Purpose</b>	

*Describe the overall project, including how technology will be used and the type of proposed technology to be deployed. How will use of the technology address your identified public benefit area and serve your identified community or targeted beneficiaries? What project outcomes do you hope to achieve for the identified community or targeted beneficiaries through the use of the proposed technology?*



By providing live coverage and repeat of Wood Village government meetings, MetroEast Community Media's *Wood Village in Action* project will provide the residents of Wood Village with greater access to their local government. Over the years, the Wood Village Council has watched how other Councils have used live coverage of their meetings to engage the public and have come to support the community benefits that come with live meeting coverage.

Local governments are an integral part of any community and their actions are an essential part of any community's identity and self-image. Live and taped repeats of local government meetings are a core element of MetroEast's mission. The Wood Village in Action project is designed to enhance and strengthen civic involvement and the identify of the east metro area through coverage of Wood Village government meetings. This coverage will be provided to Wood Village's residents and the residents of its surrounding communities via cablecast, web streaming and web casting.

The Wood Village Council requested MetroEast to cover three council meetings in late 2014 as a trial run to see if they wanted regular coverage of their meetings. Providing this trial run coverage required MetroEast to transport all the necessary gear to Wood Village City Hall, set it up and tear it down before and after the meetings, a practice made obsolete in 1998 with the installation of robotic cameras in the four other local jurisdictions served by MetroEast. The Wood Village Council has now requested MetroEast to pursue a more permanent solution by installing robotic HD cameras.

In addition to saving resources, the installed gear will provide better coverage and will be much less obtrusive than cameras set up in the Council chamber on tripods and requiring manual operation.

The Mt. Hood Cable Regulatory Commission's *Your Voice* report on the results of its 2010 needs ascertainment reported that local governments are using communications technology to reach more people. MetroEast video coverage of local meetings is the well-spring for traditional cable casts of meetings as well as for newer communications technologies, including web streaming, web posts and other means of communication.

The report also notes that communications technology plays a role in creating transparency in government. MetroEast's coverage of local government meetings has long fostered this transparency by providing East Metro residents with an unfiltered, first-hand view of elected representatives and government employees. Installing robotic camera systems in the Wood Village council chambers will extend this transparency to Wood Village and East Metro residents.

Wood Village is committed to posting council, planning commission and other government meetings on their web site. In addition to cable casting meetings, MetroEast will post them to its website on its on-line channel, metroeast.peg.tv.

The project outcomes will provide Wood Village residents greater access to their local government. A secondary outcome is to provide residents of the east metro area with greater access to the actions of a neighboring community.

*(This field has a character limit of 30000 or approximately 4 single spaced pages)*

## **Evaluation Plan**

*How will you evaluate progress toward and achievement of the projects anticipated outcomes?*

MetroEast will track the number of government meetings and hours of government meeting coverage that originate from Wood Village. MetroEast will also track the number of replays of meetings.

Wood Village and MetroEast will report the number of hits government meetings receive on their respective web pages. Wood Village will also solicit citizen input through its web site.

At the midway point of the project (July 2016) MetroEast will check in with Wood Village officials to their satisfaction with the coverage of their meetings.

MetroEast staff regularly discusses meeting coverage with mayors, city councilors, planning commissioners, school board members and other public officials. While these conversations do not provide a scientific sampling, they provide immediate feed back from important constituents and often generate ideas for improved meeting coverage.

*(This field has a character limit of 4000)*

## **Project Partners**

*A "Project Partner" is defined as an organization that supplies cash or in kind resources and/or plays an active role in the planning and implementation of the project. You should present who your Project Partners are, their respective roles in the project, and specific contribution each partner will make to the project in the form of financial support, equipment, personnel, or other resources.*

The Wood Village city government has been and will continue to be an active partner in this project. MetroEast staff have worked closely with Wood Village staff to determine equipment needs and the best configuration for their Council chambers.

*(This field has a character limit of 4000)*

**PROJECT FEASIBILITY SECTION includes: Technical Design, Implementation Plan, Organizational Capacity and Project Budget (see Final Application Budget form)**

**Technical Design**

*The Technical Design should specify in detail the proposed technology and equipment to be employed; the rationale in selecting the particular technology; how the technical design supports the projects use of the community access channels and/or the I-Net; and the plans for maintaining and upgrading the system or equipment in the future.*

Robotic high definition video cameras controlled by a camera controller will be installed in the Wood Village Council chambers. A switcher will be used to select camera shots. Other equipment will include a character generator to provide names, titles, agenda items and other information on-screen, a recorder to create a permanent record of events for future replays, HD monitors for viewing camera shots and an audio mixer to ensure sound quality.

Equipment includes:

- 4 Panasonic AW-HE100 HD Cameras -
- G 1 Panasonic SW-RP555 Camera Controller
- G 1 Panasonic AW-HS50N HD Switcher
- G 1 Compix Media HD Character Generator
- G 1 D Digital Blue Ray Disk Recorder
- G 4 LG 32" HD Monitors
- G 1 Mackie Audio Mixer

*(This field has a character limit of 10000)*

**Proposed Project Start and End Date:**

*Proposed projects may include timelines of up to 36 months to complete the projects.*

**Proposed Start Date (month/year)** July 1, 2015

**Proposed End Date (month/year)** June 30, 2017

**Implementation Plan**

*The Implementation Plan should include major tasks and milestones in addition to detailed tasks needed to successfully implement the project.*

- July 1 - August 1, 2015 Evaluation of, ordering and purchase of equipment
- August 1 - September 30, 2015 Equipment installation
- October 1 - 31, 2015 Equipment testing
- November 10, 2015 Meeting coverage begins and continues for the life of the project
- December 1, 2015 - June 30, 2017 collection of information for evaluating project outcomes

*(This field has a character limit of 21000)*

**Organization Capacity**

*The applicant should demonstrate the Organization's capacity to successfully integrate the project into the organization.*

For over 15 years, MetroEast has owned and operated equipment in four local government venues that is similar to, if not identical to, the gear that will be installed in the Wood Village Chambers. No additional training will be required. MetroEast staffing plans have been made to provide adequate time for installation and for regular meeting coverage.

*(This field has a character limit of 5500)*

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## **Budget Narrative**

**Budget Narrative**

## PERSONNEL

Production staff will operate video recording equipment at Wood Village City Council, Planning Commission, and other special meetings and do any necessary post-production tasks. The cost of meeting coverage at \$20.96 per hour including fringe benefits will be \$2,598.

Grant Funds: \$0  
Match: \$2,598

Technical manager will evaluate equipment options, solicit bids, purchase and oversee installation contractor as well as perform routine maintenance. Based on an annual salary including fringe benefits of \$79,372, the cost to the project will be \$2,290

Grant Funds: \$0  
Match: \$2,290

Comptroller will handle accounting, including overseeing inventory and equipment depreciation. At an annual salary including fringe benefits of \$72,3999, the cost to the project will be \$2,785.

Grant Funds: \$0  
Match: \$2,785

CEO will monitor project throughout its term, including installation. CEO will also create interim and final project reports. At an annual salary of \$101,600 including fringe benefits, the cost to the project will be \$2,931.

Grant Funds: \$0  
Match: \$2,931

Distribution staff will schedule Wood Village government meetings for live playback and replays as well as ensure distribution using the Internet. At an hourly salary of \$19.25 per hour including fringe benefits, the cost to the project will be \$578.

Grant Funds: \$0  
Match: \$578

IT manager will oversee and assist with the installation of computer equipment required for meeting coverage as well as maintain and upgrade those systems as required. At an annual wage of \$57,127, the cost to the project will be 1,099.

Grant Funds: \$0  
Match: \$1,099

Wood Village Records Manager and City Administrator will coordinate meeting coverage with MetroEast staff and assist with set up.

Grant Funds: \$0  
Match: \$1,423

## INFRASTRUCTURE CONSTRUCTION

Installations costs include running cables, wire, electrical outlets, camera mountings and any alternation that need to be made to the council chambers. The cost to the project will be \$7,500.

Grant Funds: \$0  
Match: \$7,500

## EQUIPMENT

3 Panasonic AW-HE100 HD Cameras. Robotic cameras with pan and tilt and other necessary controls, including shot selection. These cameras can be controlled by a single operator but provide the flexibility of non-robotic cameras.

At \$4,500 per camera, the cost to the project will be \$13,500.

1 Panasonic AW-RP555 Camera Controller. The camera controller provides the ability to control the cameras robotically by "speaking" to the robotic cameras. The cost to the project will be \$2,000.

1 Panasonic AW-HS50N HD Switcher. The switcher permits the operator to move from one shot to another. The cost to the project will be \$3,600.

1 Compix Media HD character generator. The character generator is used to provide names, titles, agenda items and other written information on screen. The cost to the project will be \$6,000.

1 HD Digital Blue Ray Disk Recorder. The Blue Ray recorder creates a permanent record and serves as a back up in case of problems with the live feed to MetroEast playback facilities. The cost to the project will be \$3,500.

3 LG 32" HD Monitors. The monitors allow the operator to see the shots from each of the three cameras and to make any adjustments. The cost to the project will be \$1,500.

1 Mackie Audio Mixer. The audio mixer is used to set sound levels and to assure good sound quality. The cost to the project will be \$350.

Grant Funds: \$25,827  
Match: \$ 4,623

## Statement of Matching Resources

*A project will not be considered eligible for funding unless the applicant document the capacity to supply matching resources of at least 50 percent of the total project cost.*

*The Statement of Matching Resources is essential to understand which project costs identified in the Budget Narrative and the line Item Budget will be supported by the applicant organization and which project cost will be supported by Project Partners.*

The total project cost is \$51,654. MetroEast is requesting \$25,827 in grant funds which will be matched by \$25,827 from MetroEast funds. The bulk of those matching funds have been allocated from MetroEast's FY 2015-16 operating and capital budgets which total \$1,813,367. The remaining matching funds will be allocated in MetroEast's FY 2016-17 budget.

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## Line Item Budget

Cost Category	Grant Funds	Match Amount	Project Total
Personnel	\$0.00	\$13,704.00	\$13,704.00
Education and Training	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00

Contractual	\$0.00	\$0.00	\$0.00
Equipment	\$25,827.00	\$4,623.00	\$30,450.00
Infrastructure Construction	\$0.00	\$7,500.00	\$7,500.00
Facilities Construction	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00
Overhead	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$25,827.00</b>	<b>\$25,827.00</b>	<b>\$51,654.00</b>

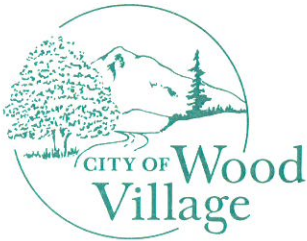
## Final Application Signature

Signature of Duly Authorized Representative	Robert Brading
Date	04/16/2015
Title	Chief Executive Officer
Phone	503-667-8848
E-mail	rob@metroeast.org

## Supplemental Material Attachments

### Partner Commitment Letter(s)

File Name	Description	File Size
MHCRC.communitygrantendorse.pdf	Letter of Support from Wood Village	418 KB



*Mayor*  
Patricia Smith

*Council President*  
Mark Clark

*Councilors*  
Stanley Dirks

Timothy Clark

Scott Harden

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Community Grant Selection Committee  
Mount Hood Cable Regulatory Commission  
111 SW Columbia Street, Suite 600  
Portland, OR 97201

SUBJECT: Project Proposal 00081; Wood Village Public Meeting Cablecast

Staff and Committee Members,

The City of Wood Village is in the final stage of an evaluation period for the cablecast of public meetings in Wood Village. We initiated the testing period in September of the year, utilizing one of the two meetings per month as a broadcast meeting, completing cablecasting in September, October and November. The next stage of our evaluation will occur in January at the annual City Council retreat where the outcomes will be evaluated, discussed, and the City Council will determine if they wish to have all City Council meetings routinely cablecast.

During a recent presentation of the Mount Hood Cable Regulatory Commission annual budget, we shared our plan, and inquired about the availability of community grants. The response we received was to complete a grant application in this round. Should the City Council make a determination not to proceed, the funding would then be available to other programs, particularly the education programs, developed by MHCRC. If we wish to proceed, this would permit funding to be available in July of 2015. Absent such an approach, there would be a substantial delay between the determination to proceed in January of 2015, and the time we could be considered for funding in the next round of applications.

We have been working closely with MetroEast Community Media to develop the technical specifications, character and types of equipment, and the relative costs to appropriately equip the Wood Village City Council Chambers. As a portion of our conversations, we have agreed with MetroEast representatives that the most appropriate applicant for this funding would be MetroEast.

On behalf of the Wood Village City Council, we endorse the application to MHCRC for the equipment and operations needed to cablecast the public meetings in Wood Village. We do want to make sure that all decision makers are aware that a final decision on proceeding with cablecasting public meetings in Wood Village has not been made.

Sincerely,

Patricia Smith  
Mayor